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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

## Contents.



## Cases Reported this Week.



## CURRENT TOPICS.

MR. F. G. TEMPLER has been appointed Judge of the County Courts of Yorkshire and Durham (Circuit No. 15) in the place of Judge TURNER, resigned. Mr. TEMPLER has, we believe, been Queen's Advocate in the Island of Cyprus.

WE PRINT elsewhere an order for the transfer of 50 actions from Mr. Justice NORTH, 35 actions from Mr. Justice STIRLING, and 25 actions from Mr. Justice ROMER to Mr. Justice BYRNE, for the purpose only of hearing or of trial.

THERE IS a widespread impression among London solicitors that the date (1st September next) selected for the coming into operation of the Land Transfer Act, 1897, is about the most inconvenient which could be adopted. Counsel and most of the heads of solicitors' offices will be out of town on their holidays, and a new and complicated system of land transfer will come into operation with every chance of misapprehension and difficulty. It is greatly to be hoped that the date may be further postponed to the 1st of November next.

THE HOUSE of Lords have given in the "Solio" trade-mark case (*Eastman Photographic Materials Co.* v. *Comptroller-General of Patents, &c.*) an exceedingly important decision on the effect of section 64 of the Patents, Designs, and Trade-marks Act, 1883, as amended by section 10 of the Act of 1888. The section, as it originally stood, prescribed as one of the forms which a trade-mark might take: "(*c*) a distinctive device, mark, brand, heading, label, ticket, or fancy word or words not in common use." The expression "fancy word or words" caused, as is well-known, extreme difficulty, and the Court of Appeal sought to interpret them by the test that the word alleged to be a fancy word must be obviously meaningless as applied to the goods in question (see the "Melrose" and "Electric" cases (35 W. R. 294, 34 Ch. D. 623). To remove this source of litigation the Legislature, by the Act of 1888, struck out of clause (*c*) "fancy word or words not in common use," and added two new clauses. A trade-mark might, under the altered section, be (*d*) "an invented word or words; or (*e*) a word or words having no reference to the character or quality of the goods, and not being a geographical

name." It is doubtless easier to say whether a word is invented than whether it is a fancy word, and hence a great part of the difficulty which arose on the earlier enactment disappeared, but the practical advantage of the change was very largely discounted by the rule laid down by the Court of Appeal in *Re Farbenfabriken* (42 W. R. 488; 1894, 1 Ch. 645), that clauses (*d*) and (*e*) are to be read together, and that an invented word is inadmissible if it has reference to the character or quality of the goods. Upon this ground the word "somatose" was rejected in that case, although it was allowed to be an invented word. But the House of Lords have now held that this construction, for which there seems to have been no justification, was wrong, and that a word, provided it is invented, is a good trade-mark notwithstanding that the inventor has been skilful enough to introduce into it an allusion to the character or quality of the goods. Hence the word "solio," as applied to photographic paper, was allowed to be good, though the Court of Appeal had seen it in a reference to the sun, and had on that ground rejected it. The decision will completely revolutionize the practice at the Patent Office, where it seems the applications for the registration of new trade-marks have recently fallen off in consequence of the stringency of the official requirements. In future the only point to be considered will be whether the proposed word is an invented word or not, and the British trader and his literary advisers will be at liberty to enrich the language at their pleasure.

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THE REPORT of the Examination Committee of the Council of the Incorporated Law Society on the London University Commission Bill, which has just been adopted by the Council, insists upon two points. The committee object to any compulsory inclusion of the Incorporated Law Society in the proposed teaching university, and they do not see how an articled clerk in London can reconcile attendance at such a university with the requirements of his ordinary office work. The compulsory inclusion of the society as a constituent of the new university would apparently interfere with the conduct by the society of its own examinations, and might lead to its being compelled to accept the examination tests of the new university to the exclusion of the tests of the older universities. It is not clear that this will necessarily be the result of the passing of the Bill, but if there is any doubt the committee are quite right in advising that such a contingency should be prevented. The society, it is pointed out, represents country solicitors as much as town solicitors, and acts in close association with the country law societies, sixty-seven in number. It assists, by money grants, law schools and lectures in the provinces more or less of a university type. Its charters and Acts of Parliament give equal privileges to the Universities of Oxford and Cambridge, London, Victoria, Dublin, and Durham, and the degrees of any of these universities reduce the term of service under articles from five to three years. At the present time, it seems, more than 90 per cent. of articled clerks who are graduates come from Oxford and Cambridge. Whatever use may be made of the new London University this equality of treatment as between the different universities must be preserved. The committee report, consequently, that upon the question of compulsory inclusion the Incorporated Law Society ought to follow the example of the Inns of Court and to secure an amendment under which the association of the society with the future university will remain a subject for mutual discussion and voluntary arrangement. Upon the question of the use of a university to articled clerks in London the committee perhaps take an unduly pessimistic view. So far as possible the examinations of the university may reasonably be made available for admission on the roll, and it is not improbable that a student who has to combine practical work with theoretical reading would carry on the latter pursuit more effectively as a member of the university. The conclusion to which the committee come is that no degree conferred by a university should exempt any student from service under articles, or from the necessity of passing the final examination of the society. The latter point is in accordance with the opposition of the society to Mr. WARR's Bill. It may be observed that when the new university assumes actual form it will be easier to say how far it can be made available for the purposes of professional legal education, and possibly the present conclusions will then have to be modified.

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WE MUST refer "A Banker's Solicitor"—whose letter, relating to mortgages of registered land by deposit of the certificate, we print elsewhere—to our article on this subject, at pp. 361, 362, *ante*. We will, however, state shortly here the views which we entertain on the points raised. It is not so much section 49 of the Act of 1875 as the last paragraph of section 8 of the Act of 1897 which we must look to in order to determine the effect of depositing the certificate. Now, under that paragraph, the deposit of the certificate, and, in the case of a possessory title, the deeds relating to the title of the first registered proprietor, is to create a lien. Further, this lien may be protected by notice on the register that the certificate has been deposited (rule 190), and the notice will also operate as the lodgment of a caution (*ib.*). The lien is to be subject to "registered estates, charges, or rights"; hence the mortgagee must satisfy himself as to these registered rights. The certificate, if noted up to date, will clearly shew what registered estates and charges there are, since it must be produced before they are registered (Act of 1897, s. 8 (1); but we do not think that the words "On every entry in the register of a disposition by the registered proprietor of the land or charge to which it relates, and on every registered transmission or rectification of the register" (see section 8 (1)) cover the case of the lodgment of a caution (see Act of 1875, ss. 53-6, 64), nor should they so do, inasmuch as the lodgment of a caution is a transaction adverse to the registered proprietor. We apprehend, however, that cautions lodged when the certificate is issued or noted up will appear on the certificate (see First Schedule to rules, Form 56); but before the original advance is made the mortgagee should require an official search to be made, and this can be done by telegraph (rule 215). Suppose that the mortgagee has made the search, found nothing, taken a deposit of the certificate, made the original loan, lodged the prescribed notice, and desires to make a further advance, will he or will he not be bound to make a further search for cautions? We submit that, so long as he has not received a notice which, under the general law, would prevent him at his peril from making the further advance, he is not bound to make the search. This, however depends in the main on the meaning of the words "registered rights" in the last paragraph of section 8. If those words include the rights protected by a caution lodged subsequently to the deposit of the certificate, then our contention is wrong unless the lodgment of notice of the deposit has the effect of postponing the rights of the cautioner, on the ground that he ought to have searched for such a notice and given an express notice of his rights to the mortgagee. We submit, however, that the term "registered rights" does not include rights protected by a caution, for a caution is lodged for the purpose of obtaining notice of registered dealings, and a mortgage by deposit can hardly be said to be a registered dealing. There is nothing in the Acts to say that a caution when discovered on search is to operate as notice of the right protected, though a mortgagee by deposit would be well advised not to make an advance if he discovered one, until he satisfies himself as to the right protected. The result, we submit, is that a mortgagee by deposit will be safe in making further advances without a search so long as he has lodged notice of the deposit, but if that notice is not lodged, query whether he would not, in favour of a cautioner, be postponed as regards further advances made subsequently to the lodgment of the caution, as well as losing his right to indemnity.

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THE CASE of *Hannaford* v. *Syms* was decided by CHANNELL, J., in favour of the defendant on the ground that there was no privity of contract between the parties to the action. The circumstances were somewhat peculiar. The plaintiff, an auctioneer, was employed by the country solicitors of a mortgagee to conduct the sale of the mortgaged property under an order of the court. The purchase-money was paid into court, and the defendant, the London agent of the country firm, carried in the bill of costs for taxation; it included a sum of

£55 for the plaintiff's fee as auctioneer. The defendant accordingly asked the country firm for the plaintiff's receipt for this sum, and the plaintiff signed the receipt without having received the money. Two sums, amounting together to about £140, were paid out for costs to the defendant, and these sums he retained in his hands to satisfy costs due to him from the country firm, with knowledge that the plaintiff's fee had not been paid. The plaintiff then brought this action to recover the amount of his fee as money received by the defendant on the plaintiff's behalf. The contention on his part was that the circumstances were sufficient to establish an employment of the defendant by the plaintiff to receive the fee and hand it over to the plaintiff. That a privity of contract can be created between principal and sub-agent is clear upon the authorities, of which the well-known case of *De Bussche* v. *Alt* (8 Ch. D. 286) may be taken as an example. But in the present case there was no necessity for implying a contract between the plaintiff and the defendant, and the court refused to make the implication. Assuming the absence of any privity of contract between the parties to the action, the defendant was doing no more than asserting the ordinary lien of a London agent against the country solicitor, which was supported in *Lawrence* v. *Fletcher* (12 Ch. D. 858), *Robbins* v. *Fennell* (11 Q. B. 248), and other cases. The cases—such as *Robbins* v. *Heath* (11 Q. B. 257) and *Ex parte Edwards* (7 Q. B. D. 155)—in which a London agent has been ordered to pay over to the lay client sums recovered in an action and claimed to be retained to satisfy a debt from the country solicitor, are distinguishable; the claim in *Hannaford* v. *Syms* was founded upon an alleged privity of contract which was not established to the satisfaction of the court: the cases last referred to were instances in which the summary jurisdiction of the court over its own officers was exercised under special circumstances, in which privity of contract was not a material consideration.

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Since the Local Government Act, 1888, became law, the licensing of theatres has been transferred from justices to the county councils. It is quite clear, however, that in exercising this power, the council (or the committee or district council to which this power may be delegated) must use the same judicial discretion that the law requires from licensing justices. With regard to the sale of intoxicating liquors, the proprietors of theatres are not under the Licensing Act, 1872, and they may obtain an excise licence to sell liquor without producing a licence from justices. It is, therefore, plainly within the intention of the Legislature that such proprietors should sell liquor as a matter of course. The High Court has, however, held in *Reg.* v. *County Council of the West Riding* (44 W. R. 650; 1896, 2 Q. B. 386) that a county council may, in the exercise of their discretion, attach to the grant of a theatre licence a condition that the grantee shall not apply to the revenue authorities for a licence to sell liquor in his theatre. Is it, then, *intra vires* for a local authority to adopt a standing resolution not to grant any theatre licences except with such a condition attached? An attempt was made a few days ago to induce the Court of Appeal to answer this question in the case of *Dorling* v. *The Sheerness Urban District Council*. The attempt, however, was not successful, as the court came to the conclusion that the local authority had exercised their discretion properly upon the merits of the case and upon a full consideration of the facts, and that it was not necessary to consider whether the resolution was *ultra vires*. There can be little doubt that if it had been necessary to consider the question the court would not have approved of the resolution. In *Reg.* v. *Sylvester* (26 J. P. 151) it appeared that the licensing justices of the borough of Abingdon had adopted a resolution not to renew the licences of those publicans who refused to take out excise spirit licences. On appeal, the High Court held that the justices were not bound to refuse a licence because of this resolution, and clearly intimated that it is improper for justices to make resolutions which tend to fetter the discretion with which each particular case should be treated. The Excise Act, 1835, gave to the proprietors of theatres and other places of public entertainment the privilege of selling liquor without any further authority than an excise licence. This privilege is expressly preserved to theatres only, and not to any other places of entertainment, by the Licensing Act, 1872. The Legislature, therefore, clearly contemplates that liquor should be sold in theatres as a general rule. If there is in any particular case good reason why liquor should not be so sold, then the local authority has power to attach to the grant of a theatre licence a condition that liquor shall not be sold. But it is, we submit, improper for a local authority to adopt a resolution pledging themselves in *all* cases to take a course different from that approved of by Parliament; and if a local authority acts merely on such a resolution, and not upon a proper consideration of the facts in each case, the court will, we have little doubt, hold that the discretion entrusted to such authority has not been properly exercised.

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In the case of *Reg.* v. *The Judge of the Northallerton County Court* an important question was raised—namely, whether a *certiorari* will lie to quash an order of a county court sitting in bankruptcy where such court acts without jurisdiction. It, however, became unnecessary to decide this question, as the court (Wright and Darling, JJ.) were of opinion, having regard to all the facts of the case, that there was jurisdiction to make the order complained of, and that therefore it would be useless to issue a *certiorari*, assuming such a remedy to be available, as to which no opinion was expressed. It is, however, submitted that as a *certiorari* can only be directed to an inferior court, it cannot, under any circumstances, go to a county court sitting in bankruptcy, such a court being placed on the same level as the High Court by the Bankruptcy Act, 1883, which provides that a county court shall, for the purposes of its bankruptcy jurisdiction, in addition to the ordinary powers of a county court, have all the powers and jurisdiction of the High Court (section 100), and shall not be subject to be restrained in the execution of its powers under the Act by the order of any other court, nor shall any appeal lie from its decisions, except in manner directed by the Act itself (section 102 (2)). This view derives strong support from the very recent case of *Re The New Par Consols (Limited)* (*No.* 2) (46 W. R. 369; 1898, 1 Q. B. 669), where it was held by the Court of Appeal that, as a county court judge is, under the Companies Winding-up Act, 1890, s. 1, sub-section 6, invested for the purposes of the winding-up jurisdiction with the powers of the High Court, a prohibition to him will not be granted.

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A recent correspondent, "Solicitor (S.E.)," in his letter (*ante*, p. 632) takes exception to the decision of the Divisional Court in *Bailey* v. *Watson* (*ante*, p. 572) with regard to the costs of an action of contract remitted from the High Court to the county court, under section 65 of the County Courts Act, 1888 (51 & 52 Vict. c. 43). There, the claim being for £44, and judgment under order 14 having been obtained in the High Court for £27 18s. 11d. and in the county court for £2 0s. 6d. (the balance of the claim having been abandoned prior to the remitting order), costs were allowed in the county court on the £5 scale only, because, though the sum recovered in the action exceeded £20, yet never more than £2 0s. 6d. was in dispute in the county court. It is submitted that this decision cannot be reconciled with the previous case of *Keeble* v. *Bennett* (42 W. R. 539; 1894, 2 Q. B. 329) where it was held that, in order to determine the scale of costs applicable in the county court to a remitted action, the amount recovered in the High Court must be added to that recovered in the county court. Moreover, it ignores the fact that now only the whole action can be remitted by the High Court to the county court (Yearly County Court Practice, 1898, p. 45; County Courts Act, 1888, ss. 65, 66) as distinguished from a mere issue (other than one in interpleader), and that the remitting order operates to remit the whole action whether at the time it is made the whole or a portion only of the claim be in dispute (see *Keeble* v. *Bennett*, *supra*). It would appear, therefore, that in such a case as that under consideration the costs should have been taxed on the B. scale (above £20 and under £50) and not on the scale applicable where only £2, and less than £5, has been recovered.

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The Companies Act (1867) Amendment (No. 2) Bill was down for second reading in the House of Lords on Friday.

## SECTION 25 OF THE COMPANIES ACT, 1867.

We called attention some months ago (*ante*, p. 376) to the Bill promoted by the Incorporated Law Society for amending that unhappy piece of legislation known as section 25 of the Companies Act, 1867. It may be surmised that in its original form the Bill was not acceptable to certain authorities, and in its passage through the House of Commons it has been completely redrafted; but the principle of the Bill—the possibility of obtaining relief against the consequences of failure to file a sufficient contract—has been preserved, and the Bill has now been sent to the House of Lords.

It is needless to do more than refer very shortly to the inconvenience and injustice to which section 25 has given rise. The section provides that "every share in any company shall be deemed and taken to have been issued and to be held subject to the payment of the whole amount thereof in cash, unless the same shall have been otherwise determined by a contract duly made in writing, and filed with the Registrar of Joint-Stock Companies at or before the issue of such shares." Notwithstanding the grammatical ineptitude of this provision, its meaning is sufficiently plain, and, whatever good faith there may have been in the issue of shares for a consideration other than cash, it renders the shareholder liable to pay in cash the full nominal value unless he has complied strictly with its requirements. The result would have been less serious had it been practicable always to file the actual contract under which the shares were issued, but commonly this has been found inconvenient, and the practice has grown up of filing subsidiary contracts, although to the sufficiency of these there were serious technical objections. The risk which is thus run has been brought into prominence by the recent decision of the Court of Appeal in *Re Kharaskhoma Exploring Syndicate* (46 W. R. 37; 1897, 2 Ch. 451), followed by the decision of Kekewich, J., in *Re Maynard's* (*Limited*) (*ante*, p. 308), and the result has been to throw grave doubt upon the validity of many of the issues of paid-up shares which have taken place of recent years.

It is clear enough that section 25 proceeded upon an entirely wrong principle. The object is to give persons interested in a company, whether as intending creditors or otherwise, an opportunity of knowing whether the subscribed capital has found its way into the coffers of the company in cash, or whether it is wholly or partly represented by property which the company has taken over. For this purpose, however, what is really required is not the contract under which shares have been issued, but a plain statement from the officials of the company as to the terms of issue. This is recognized by the Board of Trade, and in the Companies Bill which has been for the last few years before the House of Lords it is proposed to repeal section 25 altogether, and to enact instead that, within seven days after any allotment of shares, the company shall send to the registrar a return of the allotments, stating, *inter alia*, "the number and amount of shares allotted as fully or partly paid up otherwise than in cash, and in the latter case the extent to which they are so paid up, and in either case the consideration for which such shares have been allotted." But although the enactment of this clause would put the matter on a proper basis with respect to the future allotment of shares, no provision is made by the Bill for granting relief against past failures to comply with section 25.

The Bill of the Incorporated Law Society, as originally introduced, proposed to effect the same change on this point as the Government Bill, and at the same time to supply its deficiencies. By clause 1, section 25 of the Act of 1867 was to be repealed. Clause 2, to state it shortly, provided, as to past transactions, that when a contract had been filed with the registrar with a view to complying with section 25, it should be no objection that it did not sufficiently disclose the consideration for the issue of the shares, or that it only contained a part of the contract relating to the issue of the shares, or that it did not in law constitute such a contract as the section required. It was thus intended to meet the objections to which the subsidiary contracts which have frequently been filed are liable. The consideration is not fully disclosed in the filed document itself, but is only identified by reference to the principal contract (*Re Kharaskhoma Syndicate; Re Maynard's* (*Limited*)), and it is doubtful, moreover, whether the ordinary subsidiary agreement is a contract at all. The validity of past transactions being thus secured, the Bill went on to provide, in clause 3, for a return to the registrar, upon all future issues of shares, of the shares which were issued "on the footing that they were to be credited as paid up, or partly paid up, for some consideration other than cash."

Apparently the authorities wish to retain for themselves the credit of doing away with the obnoxious section 25, and it is to be kept alive until the House of Lords permit progress to be made with the Government Bill. Accordingly the first and third clauses of the Bill of the Incorporated Law Society have disappeared, and the second clause, as remodelled, deals only with the question of granting relief against past and future failures to comply with the section. It has no longer the automatic operation of the clause as originally proposed, but makes an application to the court necessary in each case. The first sub-section of the clause provides, in substance, that whenever, before or after the commencement of the Act, shares have been issued for a consideration other than cash, and no sufficient contract is filed under section 25, the company or any person interested may apply to the court for relief, and the court, "if satisfied that the omission to file a contract was accidental or due to inadvertence, or that for any other reason it is just and equitable to grant relief," may make an order for the filing of a sufficient contract in writing, and directing that on such contract being filed within a specified period it shall, in relation to such shares, operate as if it had been duly filed before the issue. The subsequent parts of the clause provide that the application to the court may be made either before or after a winding-up order or resolution, that it may be made upon such terms as the court shall think fit, and that, where the filing of the requisite contract would cause delay or inconvenience, or is impracticable, a memorandum, in a form approved by the court, may be filed instead.

The effect of the Bill, if passed in its present form, will be to confer upon the court in express terms a power similar to that which has been on various occasions exercised for the purpose of granting relief against omissions to comply with section 25. Where a shareholder who has agreed to take fully-paid shares finds himself, through the company's neglect to file a sufficient contract, placed on the register with a liability to pay for the shares in cash, the court has rectified the register by striking off his name (see *Re Preservation Syndicate*, 1895, 2 Ch. 768), though in *Re Maynard's* (*Limited*) Kekewich, J., declined to go further and to order that after a sufficient agreement had been filed new shares should be issued to the applicant. The present clause will avoid the necessity of rectification and the issue of new shares, and will enable the court to put the shareholders in the same position as if a sufficient contract had been originally filed. Moreover, as the grounds on which the court may grant relief are not specified, and as it may be supposed that there will be a disposition to apply the clause liberally, it will apparently enable relief to be given in cases which would not have been touched by the clause as originally introduced. There appears to be no reason why the Bill should not become law forthwith, and it may be hoped that an end will thereby be put to the injustice which is possible under section 25.

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The treasurer and benchers of the Middle Temple gave an "At Home" and garden-party on Wednesday afternoon. The band of the Coldstream Guards was in attendance and played a selection of music, while the members of the Inns of Court Orchestral Society, under the direction of Mr. Arthur Payne, gave an excellent concert in the hall.

On the 15th inst. a ball was given by the Treasurer (Master Lewis Coward) and the Benchers of Gray's-inn in their Dining Hall. Amongst those who were invited were: The Lord Chancellor, the Countess of Halsbury, Viscount Tiverton, Lady Constance Giffard, the Earl and Countess of Jersey, the Earl of Yarborough, Lord and Lady Robert Cecil, Lord and Lady Carew, Lord and Lady Wallscourt, Lord and Lady Coleridge, Lord and Lady Macnaghten, the Lord Chief Justice and Lady Russell of Killowen, Lord Ludlow and Miss Bertha Lopes, Lord and Lady Davey, the Duke de Stackpoole, the Hon. Arthur and Mrs. Russell, the Speaker and Mrs. and Miss Gully, Sir Francis and Lady Jeune, Lord Justice and Lady Collins, Mr. Justice and Lady Lawrance, Mr. Justice and Lady Wright, Mr. Justice and Lady Kennedy, Mr. Justice and Lady Bigham, Mr. Justice and Lady Byrne, Mr. Justice and Lady Darling, Mr. Justice and Lady Channell, Mr. Justice and Lady Romer, the Attorney-General and Miss Webster, and Sir Robert and Lady Finlay.

## THE LAND TRANSFER RULES.

### XI.

*Part IV.—Minor entries in the register.—Notices of leases (continued).*—Though under sections 50 and 51 of the Act of 1875 and rules 157 to 160 notices of certain leases may be entered as incumbrances on the register, yet it should be observed that where the term is derived immediately out of the registered freehold reversion and the registered proprietor of the freehold does not concur in the application to enter notice of the lease, it will be necessary for the lessee to apply for an order of the court.

Now, in many cases this will cause unnecessary expense and delay. Thus, suppose a registered chargee goes into possession (see the Act of 1875, s. 25) and grants a building lease under section 18 of the Conveyancing and Law of Property Act, 1881; why should the lessee have to obtain the consent of the registered proprietor of the land, who probably cannot be found, or in default an order of court, before he can lodge notice of his lease? Again, suppose that the registered proprietor of the freehold is a trustee and that the power to lease is vested in a beneficiary, why should the lessee of that beneficiary be concerned with obtaining an acknowledgment of his title from the trustee?

The above remarks apply *mutatis mutandis* where the term is carved out of a registered leasehold reversion (see rule 157).

Where, however, the lease itself is to be registered under section 11 of the Act of 1875, then it seems that the consent of the registered proprietor of the reversion is not necessary before registration of notice against his title (see rule 53).

The effect of registering the notice is (see section 50 of the Act of 1875) that:

> Every registered proprietor of the land, and every person deriving title through him, excepting proprietors of incumbrances registered prior to the registration of such notice, shall be deemed to be affected with notice of such lease or agreement as being an incumbrance on the land in respect of which the notice is entered.

Now, what we object to here is that a registered chargee or incumbrancer should not be bound by the notice of the lease, if the lease was made by the mortgagor when in possession in such a manner as that under the general law the incumbrancer and any purchaser from him taking title under the power of sale would be bound. For instance, A. is the registered proprietor of freehold land held for his own benefit subject to a registered charge in favour of B. Then A., being in possession, grants a lease to C. by virtue of section 18 of the Conveyancing and Law of Property Act, 1881, in respect of which C. registers a notice. Notwithstanding this notice, B.'s title is paramount to C.'s lease, and a purchaser from B. would be able to oust C. To prevent this, C., in addition to registering notice of the lease, will be bound to lodge a caution (notwithstanding section 53 of the Act of 1875) against B., unless B.'s charge contains a stipulation to the effect that:

> This charge shall be subject to all such leases of the land notice whereof is registered pursuant to sections 50 and 51 of the Land Transfer Act, 1875 (whether made by the registered proprietor of the land or other person entitled to grant the same), as would have been binding on the creditor if the land were unregistered and this charge had been effected by a mortgage; and in like manner as if notice of such leases had been registered before the registration of this charge.

Inasmuch as the rules are, we understand, still under consideration, we submit that a new rule under which such a stipulation might be implied in respect of every registered incumbrance or charge, unless there is an entry to the contrary, could be most usefully added. The entry to the contrary would be equivalent to an agreement pursuant to section 18 (13) of the Act of 1881, restricting the mortgagor's power to lease.

In practice it will be highly inconvenient to have to obtain the consent of registered chargees to the grant of such leases, and where the lessee intends to expend money on the land he will hardly be satisfied with the protection afforded by a caution, but will require an entry to be made in the Charges Register and on the charge certificate.

*Notices of estates in dower or by the curtesy.*—The application for notices to protect a right to dower or an estate by the curtesy is to be made in Form 44. The notice, when entered in the Charges Register (rule 161), will operate as the registration of an incumbrance.

As we have already pointed out (*ante*, p. 446) section 52 of the Act of 1875, which provides for the registration of an estate by the curtesy as an incumbrance is now, as regards an estate by the curtesy, superseded by the Act of 1897, s. 6 (1) (10), under which a person having the powers of a tenant for life (see Form 15 *et seq.*, in First Schedule to rules) may apply for registration in his own name. A tenant by the curtesy who is in possession or is in receipt of the rents and profits is a person who has those powers: Settled Land Act, 1882, s. 58 (viii.); *Bates* v. *Kesterton* (1896, 1 Ch. 159, 164). Now, section 6 of the Act of 1897 gives an option to a tenant by the curtesy either to have himself, or trustees with a power of sale, or persons having an overriding power of appointment, registered as proprietor or proprietors of the land. Now, there cannot well be any trustees with a power of sale (Settled Land Act trustees are not such trustees except during a minority) or any persons having an overriding power of appointment where a husband succeeds to land as tenant by the curtesy, hence the option will not exist. Again, having regard to sections 50 and 51 of the Act of 1882, which restrict the right to fetter a tenant for life's powers, and also to section 53 which constitutes a tenant for life a trustee in respect of the exercise of those powers, it is submitted that it would be improper for a tenant by the curtesy to permit any other person to be registered as proprietor of the land.

Further, it is submitted that the registrar has no power to enter up a notice of an estate by the curtesy unless such estate is in possession; the contingent right of a husband to take by the curtesy in case he survives his wife is, it is submitted, not an estate by the curtesy at all (compare *Bates* v. *Kesterton*, *ubi supra*). Moreover the entries to be made in the register during the joint lives of husband and wife are provided for by section 44 of the Act of 1875 as amended by the Act of 1897. The result is that rule 161 and Form 44 ought to be amended so as to apply only to the case of registration of a right to dower.

*Notices as to death duties.*—The provisions (see Act of 1897, s. 13; rules 162 to 165) as to death duties appear to be one of the most satisfactory features of the new Act and rules. Though succession duty and estate duty, in the absence of an entry to the contrary, are a charge upon all registered land (Act of 1875, s. 18, as amended), they are not to affect a *bonâ fide* purchaser for full consideration in money or money's worth, even with notice, unless the liability to duty is noted on the register or, in the case of a possessory or qualified title, the liability to the duty is paramount to the fee simple conferred by first registration (Act of 1897, s. 13). It is conceived that a registered chargee must be held to be a purchaser for full consideration to the extent of his charge within the meaning of the last-mentioned section; there is, however, no definition of purchaser (compare Conveyancing and Law of Property Act, 1881, s. 2 (viii.); and see rule 164).

The registrar is to enquire as to the death duties on every application to register land with an absolute title, or to register a transmission of land; and is to enter notice of the liability to duty in Form 45 in the Charges Register.

Where personal representatives are registered, no entry of liability to duty is to be made (rule 163). This seems to shew that, apart from section 13 of the Act of 1897, the Rule Committee were of opinion that, notwithstanding section 5 of the Act of 1897, which says that the constitution of a personal representative in respect of real estate is not to affect any duty, a personal representative will, in favour of a purchaser, be able to convey free from succession and estate duty.

When a personal representative assents to a devise, or transfers to any person, otherwise than by sale, notice of the liability to duty is to be entered in the register, unless payment of death duties is proved to the registrar, or a certificate from the Inland Revenue is furnished (Form 46), or that the devisee or transferee is entitled in favour of a purchaser to convey, free from duty (*e.g.*, a trustee for sale): see rule 164.

An entry of liability to duty may be cancelled on production of proper evidence (rule 165).

# REVIEWS.

## BOOKS RECEIVED.

A Selection of Leading Cases on Real Property, Conveyancing, and the Construction of Wills and Deeds; with Notes. By the late OWEN DAVIES TUDOR, Esq., Barrister-at-Law. Fourth Edition. By THOMAS H. CARSON, Esq., Barrister-at-Law, and HAROLD B. BOMPAS, Esq., Barrister-at-Law. Butterworth & Co.

Employers' Liability, under the Workmen's Compensation Act, 1897, and The Employers' Liability Act, 1880; with Rules under the Workmen's Compensation Act, 1897. By ARTHUR ROBINSON, B.A., Barrister-at-Law. Second Edition. Including Precedents of Schemes of Compensation under the Workmen's Compensation Act, 1897, certified by the Registrar of Friendly Societies. By the Author and J. D. STUART SIM, B.A., Barrister-at-Law, Assistant Registrar of Friendly Societies. Stevens & Sons (Limited).

The Law of Easements; Natural Rights arising from Situation and Licences in India. By R. B. MICHELL, M.A., Esq., Chief Judge, Court of Small Causes, Madras, Barrister-at-Law. Second Edition. Madras: Laurence Asylum Press.

An Epitome of the Practice of the Chancery and Queen's Bench Divisions of the High Court of Justice. By WILLIAM ARCHBUTT POCOCK, Esq., Barrister-at-Law. Effingham Wilson.

The Workmen's Compensation Act, 1897. With Notes and an Appendix containing the Rules and Regulations under the Act. The Employers' Liability Act, 1880. Analysis of a Scheme under the Act, &c. By W. ADDINGTON WILLIS, LL.B. (Lond.), Barrister-at-Law. Fifth Edition. Butterworth & Co.; Shaw & Sons.

The Devolution of the Real Estate on Death under Part I. of the Land Transfer Act, 1897. With the Act, Rules, and Forms. By LEOPOLD GEORGE GORDON ROBBINS, Barrister-at-Law, Reader in Equity to the Inns of Court. Second Edition. Butterworth & Co.

# CORRESPONDENCE.

## THE LAND TRANSFER ACTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Has your attention been drawn to the combined effect of section 49 of the Act of 1875 and section 8 of the Act of 1897?

The former section provides for entry on the register of cautions and inhibitions relating to equities, regardless of any endorsements on the land certificate, whilst the latter enacts that the certificate is to be produced on every entry being made on the register, and for the endorsement of every such entry on the certificate.

It would seem to me that the latter section controls the former, and that in future no entry should be made under section 49 of the earlier Act without production of, and endorsement on, the certificate.

It is certainly most important that this should be so, as otherwise bankers could not safely make advances on the deposit of the land certificate without searching the register, nor could they hold the certificate as a continuing security without searching on the occasion of each subsequent advance, in case some caution should have been registered since the deposit of the certificate and the former search.

It has been prominently put forward as one of the advantages of the Act that bankers would be able to make advances freely on the deposit of the certificate, in the same way in which they now do on the deposit of title-deeds, and I cannot think that this would have been done if section 49 of the earlier Act were not governed by section 8 of the later one, but I am aware that the other view is held by many who are more likely to be correct than I am, and I should be glad to elicit some expression of opinion from you or your readers.

A BANKER'S SOLICITOR.

[See observations in "Current Topics."—ED. *S. J.*]

## A COUNTY COURT DECISION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The decision of a county court judge of a case in which I appeared will doubtless take the majority of your readers, as it did myself and other solicitors in court at the time, by surprise.

The following are shortly the facts:

In 1888 A. buys goods of B. On the 29th of October, 1892, B. issues a summons for the amount of the goods, but the day before the hearing of the summons A. pays B. a small sum on account of the debt and costs, and promises to pay the balance by instalments if B. will withdraw the summons. B. does so. A. fails to keep his promise, and B. issues a summons for the balance owing. A. appears, and states that he does not owe B. anything. The judge said it was contrary to the spirit of the County Court Acts to "split" such a claim as this, and thereupon gave judgment for the defendant.

I have always made it a practice, where a summons is issued against a person who is in poor circumstances, to withdraw the summons (in other words, discontinue the action) on the defendant paying the plaint fee and part of the debt, and agreeing to pay the balance by instalments; my object being to save the defendant from the expense of attending court and the hearing fee, &c.

If this decision is correct (I submit it is wrong), then, no matter how poor a defendant may be, judgment must be obtained in every case.

I should like to know what the views of your readers are in the matter.

W. N.

July 14.

## RECOVERY OF TITHE RENT-CHARGE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have seen no report of the case of *Church* v. *Maxted*, referred to in your issue of the 25th ult., p. 588, and so am unable to ascertain whether the tenancy was at an end on the death of the tenant. In any event there is apparently a direct conflict between the last part of section 2 of the Tithe Act, 1891, which states that "Tithe rent-charge as defined by this Act shall not be *recovered in any other manner*," and section 4 of 14 & 15 Vict. c. 25, which states in effect that if any occupying tenant of land shall quit leaving unpaid any tithe rent-charge, in certain events therein mentioned it shall be lawful for the landlord, &c., to recover tithes paid by him against the quitting tenant or his legal representatives in the same manner as if the same were a *debt by simple contract* due from such tenant to the landlord, &c., making such payment.

Does the former Act override the latter; or how does the law now stand?

R. N. R.

July 18.

[Section 4 of 14 & 15 Vict. c. 25 applies only where the tithe-owner gives notice of distress. Since the tithe-owner cannot now give any such notice, the section appears to be in effect repealed.—ED. *S. J.*]

# CASES OF THE WEEK.

## High Court—Chancery Division.

**CROYSDALE *v.* SUNBURY-ON-THAMES URBAN DISTRICT COUNCIL.**

Stirling, J. 9th July.

LOCAL GOVERNMENT—SEWER MADE BY A PERSON FOR HIS OWN PROFIT—VESTING—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), s. 13 (1).

This was an action brought to restrain the defendants, who were the urban authorities of Sunbury, from draining surface-water from a street under their control into a pond on the plaintiffs' land, and one of the questions raised was whether a certain line of pipes to the pond formed a sewer and as such had vested in the defendants, or whether it fell within the exemption contained in section 13, sub-section (1), of the Public Health Act, 1875, as having been made by the plaintiff or his predecessors for his or their own profit. The plaintiff was the owner of a house and grounds in Sunbury known as Hooke House, including a field situate on the west side of a road known as Green-street, which runs north and south. The field in question slopes downwards from Green-street and then rises again. In the dip are two ponds, the larger of which was formerly a gravel pit. On the west side of Green-street and nearest to the field was at one time an open ditch from which there ran down to the pond a line of pipes which discharged into the pond. The end of this line next the ditch was protected by a grating at a level of more than two feet below the surface of the road. The defendants became the urban authority of Sunbury on the 3rd of December, 1894. In August, 1896, the portion of the ditch near the grating had become filled with rubbish which completely covered the grating, so that there was nothing at the road to indicate the existence of it or of the line of pipes. In December, 1896, the plaintiff with a view to filling up the pond removed the line of pipes so far as it existed on his own land. Subsequently the defendants entered on the plaintiff's land and cut a trench from the ditch to the field for the purpose of running off the surface-water from Green-street. Thereupon the present action was brought, and by his statement of claim the plaintiff claimed (1) a declaration that the defendants were not entitled to drain such surface-water into the plaintiff's said pond or to lay down in the plaintiff's land or use any drain pipe or trench for any such purpose, and (2) an injunction. The defendants at the trial justified their acts under (1) their powers as urban authority under the Public Health Act, 1875, and (2) their powers as the highway authority under section 141 of that Act and the Highway Act, 1835.

STIRLING, J., held on the evidence that the pipes were originally put in about 1858 for the purpose of getting a better supply of water to the pond for the use of the cattle and other stock feeding in the field. On the first point raised by the defendants his lordship referred to *Durrant* v. *Branksome Urban District Council* (46 W. R. 134; 1897, 2 Ch. 291) as shewing that "sewers" within the Public Health Act include pipes for removing surface-water within section 4 and as such would *primâ facie* vest in the

defendants under section 13. On the question whether the pipes in question fell within the exception in section 13 (1), his lordship referred to *Minchead Local Board* v. *Luttrell* (42 W. R. 667; 1894, 2 Ch. 178) and to *Ferrand* v. *Hallas Land and Building Co.* (41 W. R. 580; 1893, 2 Q. B. 135) as shewing that "profit" was not to be restricted to a direct money payment. In the present case the field was not adequately supplied with water and the tenant, in order to avoid the expense of bringing water, had made the line of pipes, and in his lordship's opinion he had done so for his own profit within the meaning of the section. On the second point raised by the defendants his lordship also held that the pond could not be regarded as part of the drainage system of the defendants (*Croft* v. *Rickmansworth Highway Board*, 39 Ch. D. 272) and that that defence therefore also failed.—COUNSEL, *Butcher*, Q.C., and *Austen Cartmell*; *Macmorran*, Q.C., and *E. Good*. SOLICITORS, *J. J. Freeman*; *Charles Jupp*.

[Reported by WM. SCOTT THOMPSON, Barrister-at-Law.]

**THE CLECKHEATON URBAN DISTRICT COUNCIL *v.* FIRTH.** Kekewich, J. 14th July.

LOCAL AUTHORITY—SEWER—POWERS OUTSIDE DISTRICT—REPUTED OWNER OR OCCUPIER—NOTICE—OMISSION TO GIVE NOTICE—EASEMENT—COMPENSATION—OWNER INTERFERES WITH SEWER—COSTS—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), ss. 4, 16, 32, 33, 308—PUBLIC AUTHORITIES PROTECTION ACT, 1893 (56 & 57 VICT. c. 61), s. 1.

This case raised several points of interest and importance as to the duties cast upon local authorities in exercising their powers, and as to the results following when those powers having been through *bonâ fide* mistake wrongly exercised, the person who has suffered damage owing to such wrongful exercise takes the law into his own hands and in a high-handed manner interferes with the work of the local authority, without having regard to the convenience or health of the public. The plaintiffs asked for an injunction to restrain the defendant, his servants, agents, and workmen from breaking, injuring, or interfering with the sewer of the plaintiffs placed in lands in the township of Gomersal, Yorkshire, or from interfering with the flow of sewage in such sewer; for damages and for costs. The defendant counter-claimed for an injunction to restrain the plaintiffs, their servants and agents, from permitting the sewer to remain within and under defendants' goit and lands, and from damaging the goit or trespassing on the lands, and £250 for trespass and injury. The facts were very shortly as follows: The plaintiff, under the powers conferred on them by the Public Health Act, after a local inquiry had been held, constructed in October, 1896, a sewer which formed a main part of the drainage system of Cleckheaton. A small portion of the sewer passed through some lands outside the district of Cleckheaton, of which lands a Mr. B. was owner. The plaintiffs had duly served Mr. B. with a notice of their intended work as required by section 32 of the Act, and Mr. B. had raised no objection. Through these lands there ran a watercourse or goit about five feet wide of which both the plaintiffs and Mr. B. thought Mr. B. was the owner. The sewer passed under and across the goit at about three feet below the level of the bed of the goit. Some months after the sewer was completed and in full use the plaintiffs on the 25th of January, 1896, received a letter from the solicitors of Mr. Firth, the defendant, saying that the plaintiffs had trespassed on his property by laying a drainage pipe under his goit, and requiring them within ten days to remove the pipe and pay reasonable compensation for the trespass. The plaintiffs were obviously unable to remove their sewer, which was in full use as a main drain in their sewering system, but they offered to compensate him on his proving his title. They also said the pipe did not touch the goit, and questioned the defendant's title to the land under the goit. Further correspondence took place in February, 1897. But the matter then dropped until the 30th of July, 1897, when the defendant dug down to, cut and plugged the sewer, causing the sewerage to run back into the town. On the following day the local authority, despite forcible resistance on the part of the defendant, reinstated the sewer, and as the defendant refused to give an undertaking not to interfere with the sewer, the plaintiffs on the 2nd of August obtained an *interim* injunction restraining him from interfering with the sewer. The defendant had offered to settle the matter for £100, but the plaintiffs had refused, though offering to consider any claim he might make for compensation. The goit in question after crossing Mr. B.'s lands went on to lands of the defendant, on which were situated a mill and millpond belonging to him. It appeared that during the laying of the sewer the flow of water through the goit was for a time interrupted, and the defendant's mill was consequently stopped from working. The defendant counter-claimed for an injunction restraining the plaintiffs from permitting their sewer to remain under his goit and in his land, and for £250 damages for trespass. The plaintiffs contended that at the time they were about to make and actually were making their sewer they had no knowledge or means of knowledge that the defendant was an owner or occupier who should be served with notice, that defendant had suffered little damage, and that if an injunction was granted against them they would merely have to begin *de novo*, serve the defendant with notice, and relay their sewer in the same place again. Further, they said they had all along offered compensation and that defendant's remedy was compensation under section 308 of the Act, and pleaded the Public Authorities Protection Act, 1893, in defence to his counter-claim. Defendant contended that he had acted within his rights, that the plaintiffs had never tendered compensation but had qualified any offer by putting his title in question. Consequently the Public Authorities Protection Act, 1893, did not assist the plaintiffs. It was agreed that the plaintiffs should pay a certain sum to the defendant in satisfaction of all damage, and the question of costs having been argued,

KEKEWICH, J., said that a slip had been made by the urban district council in this case. They had not taken sufficient care in ascertaining who were the owners or reputed owners of the land in question, but had contented themselves with making inquiry by a clerk to one of their officials. There was the mill standing there and it was obvious at any rate that the owner of the mill was interested in the watercourse, and though laymen might not be acquainted with the complicated provisions of Acts of Parliament, the law decided that such an interest as the present one was, at any rate, an easement—indeed, from the evidence the defendant seemed to be actual owner. Anyhow, it had been admitted by the plaintiffs that this was an easement belonging to Mr. Firth and an easement came, by section 4 of the Act, within the definition of "lands." Mr. B. was not the owner, and the plaintiffs not having served Mr. Firth with a notice, had no authority to carry their sewer under the goit. Had the matter rested there, the defendant would have got his costs in the action, but his lordship was not prepared to give costs to a man who, not having suffered much damage, had taken the law into his own hands and in a high-handed way actually cut the sewer, causing thereby great inconvenience to the public and running the risk of spreading disease amongst them. There would therefore be no costs in the action. As to the counter-claim, however, the case was different. In spite of what had been urged against it on behalf of the plaintiff, the defendant was clearly within his rights in making it, and the plaintiffs by resisting his title gave him no opportunity of agreeing upon damages. The defendant was therefore entitled to the costs of his counter-claim.—COUNSEL, *T. R. Warrington*, Q.C., and *W. Baker*; *W. Renshaw*, Q.C., and *J. G. Wood*. SOLICITORS, *Torr, Gribble, Oddie, & Sinclair*, for *W. Clough*, Cleckheaton; *Flower, Nussey, & Fellowes*, for *Cadman & Cadman*, Cleckheaton.

[Reported by C. C. HENSLEY, Barrister-at-Law.]

## Solicitors' Cases.

***Re* DIXON, TOUSEY *v.* SHEFFIELD.** C. A. No. 2. 20th July.

PRACTICE—COSTS—COUNTRY SOLICITOR—ATTENDANCE IN LONDON AT HEARING—LONDON AGENT NOT EMPLOYED—ALLOWANCE FOR ATTENDANCE—SPECIAL CIRCUMSTANCES—DISCRETION OF JUDGE.

This was an appeal from a decision of Byrne, J. (reported *ante*, p. 635). An originating summons under the Judicial Trustees Act, 1896, had been taken out in the Liverpool District Registry against the trustees of the estate of John Dixon (deceased) by persons entitled to one-fourth of the estate. The summons asked for the removal of the trustees on the ground of misconduct, and was in fact a hostile action. It came on for hearing before Byrne, J., who dismissed the summons with costs. During these proceedings Messrs. Tyrer & Co., of Liverpool, as agents for Messrs. Donald & Co., of Carlisle, and Messrs. Norris & Sons, of Liverpool, acted as the solicitors for one or other of the defendants, and conducted the case themselves without employing a London agent, coming up to London to attend the hearing. Upon taxation of costs before the district registrar at Liverpool Messrs. Tyrer & Co. sent in their bill of costs containing the following items: "161. Feb. 18—Attending court, when case part heard and adjourned to 26th inst., £6 6s.; 162. Feb. 18—Paid railway fare and expenses, £5 5s.; 164. Feb. 26—Attending adjourned hearing, £6 6s.; 165. Feb. 26—Paid railway fare and expenses, £5 5s." Messrs. Norris & Sons sent in a bill containing similar items. These items were allowed by the registrar. The plaintiff objected to the whole of the items 162 and 165, and to so much of items 161 and 164 as exceeded the amount which would have been allowed had the solicitors instructed London agents to make the attendances to which these items related. He therefore applied by summons that it might be referred back to the registrar to vary his certificate accordingly. The plaintiff contended that all solicitors who practised in the High Court must be placed on the same footing; that one could not be allowed more than another merely because he resided farther away from the court; and that in any event there was no need for the solicitors in this case to attend the hearing, as all the evidence was by affidavit. Byrne, J., dismissed the summons, and the plaintiff appealed.

THE COURT (LINDLEY, M.R., and CHITTY and COLLINS, L.JJ.) stopped the counsel for the respondents, and dismissed the appeal.

LINDLEY, M.R., said: I am not disposed to quarrel with the judgment of Byrne, J. It is not judicially before us and I say nothing about it. I think that in this case we ought not to differ from the decision of the learned judge in the court below. Bearing in mind the nature of the proceedings and the very serious character of the attack which was made on the conduct of both the defendants, I do not think it can be said to have been at all unreasonable that the solicitor in the country who knew not only what was in the affidavits but a great deal more which was not in them, and who was in a position to explain a great many things which might be referred to in the course of so complicated a litigation, I do not think it was unreasonable that he should attend at the hearing in London. On the contrary, I think Byrne, J., was quite right in holding that it was reasonable he should so attend. That disposes of the case. The appeal must be dismissed.

CHITTY, L.J.—The rule as to allowances in such cases as this is not inflexible. The country solicitor's attendance in London may in proper cases be allowed for. Byrne, J., has held, after taking great care, and seeing a London taxing-master, that the circumstances here are very exceptional, and that the allowance ought to be made. Now, though it is more difficult where the case is presented by affidavit to make out that the circumstances are of that exceptional character which justifies the allowance, I think there is no inflexible rule against the allowance even when the case is proceeding upon affidavit evidence. Special circum-

stances are in any case required, and so the district registrar has certified in the answer he has given to the plaintiff's objections. On these grounds, and on these grounds only, I consider that the appeal fails. I say on these grounds only, because I am not disposed to go into the more general question to which the respondent's counsel was desirous of calling our attention, and on which we have not heard him, so that it would not be right for us to express any opinion adverse to what he has said. We sit here to dispose of appeals, and these considerations are sufficient to dispose of the present appeal. The general questions as to Liverpool and Manchester business, and as to originating summonses issued there and the special privileges they are alleged to have, must therefore be left to be settled hereafter when some case calls for a decision on those points.

COLLINS, L.J., concurred.—COUNSEL, *A. à B. Terrell; Eve*, Q.C., and *Preston; Rotch*. SOLICITORS, *J. F. Harrison & Burton*, Liverpool; *Burton, Yeates, & Hart*, for *Tyrer, Kenion, Tyrer, & Simpson*, Liverpool; *Norris & Sons*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

## NEW ORDERS, &c.

### TRANSFER OF ACTIONS.

ORDER OF COURT.

Monday, the 18th day of July, 1898.

Whereas, from the present state of the business before Mr. Justice North, Mr. Justice Stirling, Mr. Justice Romer, and Mr. Justice Byrne respectively, it is expedient that a portion of the causes assigned to Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Romer, should for the purpose only of hearing or of trial be transferred to Mr. Justice Byrne; Now, I, the Right Honourable Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the schedules hereto, be accordingly transferred from the said Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Romer, to Mr. Justice Byrne for the purpose only of hearing or of trial, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.
From Mr. Justice NORTH.
1898.

Manchester Ship Canal Co v Company of Proprietors of the Rochdale Canal 1896 M 2,673 Feb 9
Akeroyd v Morley 1897 A 1,665 Feb 11
Roche v Hobson 1897 R 202 Feb 12
Fleming v Loe 1897 F 1,136 Feb 17
Dingle v Coppen 1897 D 950 Feb 17
Holland v Chelsea Electricity Supply Co ld 1898 H 183 Feb 24
Cox v Borthwick 1897 C 3,241 Feb 24
Wright v Davies 1897 W 3,267 Feb 26
Fitzgerald v Branson, Kent, & Co ld 1897 F 1,576 March 1
Cainnock v Rural District Council of Hartley Wintney 1898 C 500 March 5
Figgess v The Same 1898 F 229 March 5
Phillips v The Same 1898 P 297 March 5
Chaudebois v Burry 1898 C 94 March 5
Royal Sovereign Gold Mining Co ld v King 1897 R 1,656 March 7
Smith v Devon and Exeter Turkish Bath Co ld 1897 S 3,970 March 7
Pilley v Shaw 1897 P 2,298 March 9
Earl's Court Hotels ld v Evans 1897 E 1,380 March 10
Tachytype Manufacturing Co, Incorporated v The Monotype Machine (British Patents) Syndicate ld 1897 T 1,121 March 11
In re The Truffault Cycle & Tube Manufacturing Co ld and Co's Acts motion March 19
Barnett v Meekin 1897 B 2,701 March 21
Wickham v Ogilvy 1898 W 539 March 26
Hart v Brie 1897 H 3,398 March 26
Parr v General Investors' Syndicate ld 1897 P 1,911 March 30
Weston v Sewell 1897 W 3,560 March 31
Wells v Schofield 1898 W 87 April 4
In re The Sheba Queen Gold & Exploration, ld & Co's Acts motion April 5
United Kingdom Tea Co, ld v Lipman 1897 U 780 April 6
Miller & Aldworth v Sharp 1897 M 3,845 April 6
Chadburn v Bladon 1897 C 1,179 April 6
Sellars v Dalley 1897 S 2,834 April 7
King v St Martin's Syndicate, ld 1897 K 961 April 7
Fitch v Callingham 1897 F 1,795 April 15
Smith v Rickard 1897 S 3,774 April 16
Nowell v Allen 1897 N 202 April 16
Wright v Stanfield 1897 W 1,973 April 20
Turnbull v Halford 1897 T 2,116 April 25
Phœnix Metal Die & Engineering Co, ld v Bostwick Gate & Shutter Co, ld 1898 P 366 April 26
C de Murrieta & Co, ld v Mendel 1897 C 3,535 April 26
Mendess v Benjamin 1897 M 2,887 April 28
Morgan v Owens 1897 M 3,029 April 30
Sharp v Sharp 1897 S 1,337 April 30
Hinton v Whittle 1897 H 2,711 May 3
J & W Nicholson & Co, ld v Keene 1897 J 2,000 May 3
Hunter v Lamb 1897 H 3,923 May 5
Hannan's Brownhill Central Gold Mines, ld v Crœsus South United Gold Mines, ld 1897 H 3,826 May 5
James v Richardson 1898 J 219 May 5
Barwell v McMahon 1897 B 3,302 May 5
The Rosherville Gardens Co, ld v Curnock 1898 R 63 May 6
Stodart v Nursey 1898 S 269 May 7
Nutt v Easton 1897 N 1,802 May 11

SECOND SCHEDULE.
From Mr. Justice STIRLING.
1897.

Sleeman v Cragoe 1897 S 1,933 Nov. 25
Catling v Barnett 1897 C 1,067 Dec. 18
Bassett v Graydon 1897 B 3,161 Dec. 20
Mayer v Robert Church & Roberts 1897 M 660 Dec. 29
1898
Frederick v Young 1897 F 1,191 Jan. 4
Still v Cooke 1897 S 2,773 Jan 11
Graydon v Blackpool Gigantic Wheel Co, ld 1897 G 1,614 Jan. 18
Pooler v Grant, Bulcraig & Co 1897 P 1,357 Jan. 18
Fay v Clarion Newspaper Co, ld 1897 F 812 Jan. 20
Burford v Burford 1897 B 4,024 Jan 20
In re Shorey Smith v Shorey 1897 S 1,093 Jan. 21
Hind v Thompson 1897 H 2,445 Jan. 22
Baker v Behrens 1897 B 989 Jan. 24
Drincqbier v Wood 1897 D 1,213 Jan. 26
In re Griffin Griffin v Griffin 1897 G 2,347 Jan. 27
Booth v Australian Mines Agency, ld 1897 B 2,914 Jan. 28
Keynes v Leslie & Co, ld 1897 K 483 Jan. 28
Hett v Carpenter 1897 H 2,611 Jan 31
Babington v Worrall 1897 B 1,172 Feb 1
In re Wortham Wortham v Wortham 1897 W 1,986 Feb 1
The Tubeless Pneumatic Tyre & Capon Heaton, ld v French Tubeless Tyre Co, ld 1897 T 535 Feb 1
Hart v Mattox 1897 H 3,225 Feb 3
Manfield v Rose 1897 M 2,408 Feb 5
In re Evans Jones v Evans adjd sumns Feb 8
Budd v Pullman 1897 B 3,921 Feb 11
The Daimler Motor Co, ld v Bowen 1897 D 1,577 Feb 15
Hiscott v Carter 1897 H 2,249 Feb 15
Hiscott v Short 1897 H 2,959 Feb 15
Whiteman v Hambourg 1897 W 3,681 Feb 17
Chancerelle v Ratcliffe 1897 C 4,029 Feb 18
Winser & Co, ld v Armstrong & Co 1898 W 201 Feb 23
Richards v Kerbey 1897 K 1,446 Feb 24
Mathews v Wilmer 1897 M 3,529 Feb 24
Carter Gear Case Patents Co v Elswick Cycles Co, ld 1897 C 748 March 3
Abbs v Matheson & Co 1897 A 732 March 8

THIRD SCHEDULE.
From Mr. Justice ROMER.
1898.

In re Crompton & Shawcross ld & Co's Act Expte E G Ratcliffe motn March 18
In re Parker Maughan v Clark 1897 P 2,612 March 21
Lazenby v Clinton 1898 L 119 March 21
Martin v Macarthy 1897 M 2,976 March 22
Shaw v Goldsbro 1897 S 3,632 March 22
Smith v Rothman 1898 S 513 March 23
In re Trade Marks Nos. 189,368, 193,011, & 193,012, Class 45, of F & J Smith, & Patents, &c Acts motn March 23
Apostoloff v The Apostoff Automatic Telephone, &c ld 1897 A 889 March 29
In re The Gutta Percha Corpn ld & Co's Act, 1862 motn March 29
Payton & Co ld v Snelling, Lampard & Co ld 1898 P 2,636 March 29
Philpot v Rudham 1897 P 2,097 March 29
East Surrey Water Co v Taylor 1897 E 1,250 March 29
Sutton District Water Co v Taylor 1897 S 4,485 March 29
Santley v Wilde 1897 S 4,429 March 30
Vincett v Harrison 1897 V 771 April 2
Automatic Air Tight Co, ld v Hermetically Sealed Jar Syndicate, ld 1897 A 915 April 4
Gillson v Seiter 1898 G 484 April 6
Hart v Murray 1897 H 5 April 6
Smith v Jones & Sons, ld 1897 S 2,657 April 6
Beardmore v The Interchangeable Automatic Machine Syndicate, ld 1898 B 1,181 April 7
In re Bartons Bartons v Church 1897 B 2,169 April 13
Lloyd v Thomas 1897 L 2,023 April 13
The Cambridge, ld v Hurley 1897 U 4,088 April 16
Inman v Hobbs Manufacturing Co 1897 I 2,190 April 19
Marquis of Abergavenny v Fitness 1889 A 1,008 April 20

HALSBURY, C.

In the Standing Committee of Law on the 15th inst., on the consideration of the London University Bill, Sir J. Gorst moved a new clause to the following effect: "Nothing in this Act shall affect the rights or privileges of any of the Inns of Court or of the Incorporated Law Society." Upon this a considerable discussion took place, but eventually its second reading was carried on a division by twenty-three votes to four. The clause was added to the Bill.

# LAW SOCIETIES.

## INCORPORATED LAW SOCIETY.

### Annual General Meeting.

The annual general meeting of the Incorporated Law Society was held at the Society's Hall, Chancery-lane, on Friday, the 15th inst., the retiring president, Mr. Wm. Godden (London), taking the chair.

### President and Vice-President.

The President stated that Mr. C. B. Margetts (Huntingdon) had been proposed as president and Mr. Henry Manisty (London) as vice-president for the ensuing year, and as there were no other candidates, he declared them duly elected, observing that he thought it would be agreeable to the society that they should again welcome as president a country member.

### Auditors.

The following gentlemen were appointed as auditors of the society's accounts for the ensuing year: Mr. A. G. Guillemard, Mr. E. H. Nash, and Mr. J. S. Chappelow, F.C.A.

### Vacancies on the Council.

The President stated that he had received a letter from Mr. W. Winter stating that, at the request of Mr. R. M. Beachcroft, he would withdraw his nomination as a candidate.

Mr. Chas. Ford (London) said that in the days of old it was the practice to send out something like a house list. Were they to understand, looking at the present nominations, that they were to gather who were on the house list and who were not?

The President: You may gather exactly what you find there.

Mr. Ford: I am extremely obliged.

The President said there were twelve vacancies, and withdrawing Mr. Beachcroft's name there were thirteen candidates. He asked whether any of those gentlemen desired their names to be withdrawn, and receiving no reply, stated that as the number of nominations were greater than the number of vacancies, an election by ballot would be necessary, the result of which would be announced at a general meeting to be held on Thursday, August 4. He appointed the following gentlemen to act as scrutineers: Mr. G. A. Fisher, Mr. Kennard Hall, Mr. G. S. Macquoid, Mr. D. H. Pettitt, and Mr. A. H. Davidson.

The following are the candidates, the names of retiring members of the Council being distinguished by an asterisk: Mr. Philip Witham (Witham, Roskell, Munster, & Weld), Mr. Henry James Johnson (Waltons, Johnson, Bubb, & Whatton), *Mr. Grinham Keen (Keen, Rogers, & Co.), *Mr. William Godden (Godden, Son, & Holme), *Mr. William Melmoth Walters (Walters, Deverell, Walters, Wood, & Walters), *Mr. Arthur Wightman (Broomhead, Wightman, & Moore), Mr. Harry Wilmot Lee (Lee, Bolton, & Lee), *Mr. William Howard Winterbotham (Waterhouse, Winterbotham, Harrison, & Co.), Mr. Charles Stewart (Markby, Stewart, & Co.), *Mr. William Williams (Currie, Williams, & Williams), *Mr. Richard Pennington (Pennington & Sons), *Sir A. K. Rollit (Rollit & Sons), and Mr. Grantham R. Dodd.

### Society's Accounts.

The accounts, which shewed a total income of £35,678 15s. 4d., with an excess of income over expenditure of £5,717 13s., were laid before the meeting.

The President moved their adoption.

The Vice-President, Mr. C. B. Margetts (Huntingdon), seconded the motion.

Mr. Ford said that for many years he had urged that it was unfair on the part of the Council to charge one-half of the largest items of expenditure connected with the administration of the affairs of the society to the Articled Clerks' Fund. He had the satisfaction at length of finding the Council come to the conclusion that it was not a fair arrangement, but it had been a great number of years before they did so. But he found that while £3,610 7s. 5d. was charged to the general account of "salaries, officers, clerks, and servants, and pensions," the same amount less £100 was charged to the articled clerks' account. He appealed to the Council that if it was not fair to charge half of the expenses under this head to the articled clerks' account, to reduce it simply by £100 was far from satisfactory. He was sorry to see also that there were several other items in the account which were charged against the articled clerks' account. From the income side it appeared that the society had received £8,200 from the articled clerks, and notwithstanding that the insignificant sum of £160 was all that was given by way of prizes for the encouragement of those who were coming after them in the profession. £160 out of £8,200 for prizes for the articled clerks, not of London, but of the whole of the United Kingdom, was really miserable. He was sorry to see the item "assistant examiners and grants £3,476 4s. 3d." He thought that the members ought to be told how small a part of that went towards grants to the provincial law societies. The profession ought to be told that it was only three or four of the most favoured law societies who could get a single penny. The majority of the provincial law societies did not get a brass sixpence. He must say that the Council might very fairly argue that if the profession allowed this state of things to go on they must not be too severe upon the Council. Remembering as he did the financial vicissitudes of the society in bygone years he was more than pleased to see that the chairman of the Executive Committee had given the society towards the expenses of the Discipline Committee £2,500. He thought this should have gone to a separate account, and that they should have been told how much of it had been expended for the purposes of discipline. He was under the impression, unless the chairman of the Finance Committee could tell him otherwise, that the sum was comparatively so small that it had not been thought expedient to give particulars. He observed that the president shook his head. This was encouraging and perhaps he would give the meeting some particulars. He appealed to the Council again for more generosity towards the articled clerks' fund. He was strongly of opinion that if the articled clerks' account was more equitably dealt with there would be a very large sum available instead of a paltry £160. There would be at least £500 if not £1,000 to dispose of for the encouragement of articled clerks.

The President: I should like to say one word in answer to what Mr. Ford has said. With reference to the apportionment of expenses to the articled clerks, that is gone into carefully with the judges, who have on repeated occasions expressed their satisfaction. It was also gone into necessarily and incidentally with the Chancellor of the Exchequer on the occasion of the Parliamentary grant, and the manner in which the Council deal with these items was declared to be satisfactory. But, as I think was explained by my predecessor, the Chancellor of the Exchequer was very careful, and he had an estimate made of the building and of the portions occupied by the articled clerks and of the portion occupied for other purposes, and satisfied himself very closely before he agreed to the figures. Mr. Ford asked whether the discipline expenses are in proportion to the Parliamentary grant. I am sorry to say they are in proportion very considerably in excess of the Parliamentary grant. The figures which were rendered by me to the Chancellor of the Exchequer at the beginning of the year shewed that the expenses of discipline exceeded to a very considerable extent the Parliamentary grant, and we shall have to shew that each year in order that the grant may continue. As regards, again, the articled clerks' fund and education, I think our friend Mr. Ford need not be afraid that the country law societies will not open their lips as soon as they see we are in a position to do something for them and can usefully employ the money. And this very day I have had an intimation that one of the north country law societies would like a vote of £250. We shall be only too glad if we are able to do anything useful in that direction. The discipline expenses very considerably exceed the Parliamentary grant.

The motion was carried unanimously.

### Annual Report.

The President: My next duty is to move the adoption of the annual report, and that it should be received, approved, and entered on the minutes. It is unnecessary for me to delay the meeting with remarks on that report. It has been before the members for a considerable time, but there are one or two subjects on which the Council would like to supplement it. It contains a reference to the

### Companies Act (1867) Amendment Bill,

which has reference to section 25 of the Act, as follows: "A Bill prepared on the instructions of the society has been introduced in the House of Commons by Sir John Lubbock, and if passed as amended in consultation with the President of the Board of Trade, will enable the court to grant relief from penalties for non-compliance with section 25 of the Companies Act, 1867, relating to contracts for the issue of fully-paid shares, recent decisions of the courts having given rise to doubts as to the sufficiency of contracts in a form that has been generally adopted. The leading bankers and insurance companies as well as many merchants, brokers, and solicitors have signed petitions in favour of the Bill. The Bill was read a second time on the 15th of June." I suppose there will be scarcely a member present who does not know that within the last twelve months decisions have occurred which have shewn that the working of section 25 of the Act of 1867 has often been very unjust and that it would lead to almost innumerable lawsuits and work a great deal of hardship. That was so thrust upon the Council that they had a Bill prepared and brought in for the purpose of amending the Act, and I am happy to inform the meeting that that Bill received its third reading in the House of Commons the day before yesterday. It provides, as we think, a complete remedy for those hardships which were recently described before the special committee by Mr. Buckley as a section which had done more injury than any. The Bill provides that the court may grant relief and will allow the filing of the contract. You will remember that supplemental contracts have been filed instead of the full contract under a general belief that it was a sufficient compliance with the Act. The Bill provides that the contract may be filed *nunc pro tunc* and that the court may grant relief before or after proceedings have been taken and before or after winding up. This will, we think, prove most useful if it goes through the House of Lords, as we hope it may. One other subject has been moving on since the report was issued, the

### London University Commission Bill.

The Council has never been hostile to a teaching university for London, but looking into the terms of the Bill they thought it necessary to ask for some protection for the privileges and rights of the society and for their examinations, and especially for the system of service under articles, that our articled clerks should not be diverted from their duties in the master's office for academical studies. It is understood that these clauses will be introduced in Grand Committee, and I think the society's position will be sufficiently protected. One other Bill I may mention, and that is in relation to the

### Solicitors Acts.

The Lord Chancellor and the Master of the Rolls desired to alter a little section 32 of the Act of 1843 and to give the Master of the Rolls power in certain cases to restore solicitors who have been struck off the rolls under circumstances which admitted of such an act of mercy being extended to them. The opportunity has been taken to amend the several

Acts of Parliament so as to give more power to the society to deal with unqualified persons, especially in county courts. These sections, we think, will be very often of great service. The Bill has passed the House of Lords, and is now in the House of Commons. I think there is no other topic upon which I need delay the meeting. The report is now before you.

The VICE-PRESIDENT seconded the motion.

LONG VACATION.

Mr. F. R. PARKER (London) said there was one part of the report with which some members of the society did not altogether agree; he referred to the part dealing with the Long Vacation. The report stated as follows: "The resolution passed at the general meeting in July, 1897, that, in the opinion of this society, the duration of the Long Vacation should be reduced to eight weeks—first Monday in August to last Saturday in September—was adopted by the Council, and was communicated to the General Council of the Bar, who passed a resolution to the effect that it was not desirable that the suggestion of the society should be carried into effect. The reform being one that cannot be introduced without a general agreement of opinion in its favour, the Council do not see their way to proceed further in the matter at the present time." He did not propose to raise any general debate, but simply to offer his respectful protest against the concluding sentence of the statement. He respectfully demurred from the suggestion that the bar should be entitled to stop any resolution the society might think it right in the interest of solicitors and of their clients to put forward and press. Taking merely the question of numbers, which ruled most things nowadays, he believed the solicitors were three to one to the bar—that was to say, that in England there were somewhere about 15,000 solicitors and 5,000 barristers. Therefore, taking the purely radical view that numbers were to count, he said that the bar were not in the position to veto anything that the society determined. The report stated that the reform could not be introduced without a general agreement of opinion in its favour. He did not think that was within the meaning of the resolution. He thought it had been put forward and argued as a reform needful in their own interests as solicitors and one which was desired by that branch of their clients who were suitors in the courts. He certainly, therefore, found a difficulty in supporting the resolution as far as this part of the report was concerned. The paragraph concluded with the words "the Council do not see their way to proceed further in the matter at the present time." In other words, the Council had pigeon-holed the question. He offered his protest against that. The question had been challenged over and over again both in London and the provinces and the Council should have done their utmost to carry out actively the wishes of themselves and of the profession. He did not think they should quietly allow themselves to be pigeon-holed in this matter, and he objected as a member of the society and as an independent solicitor to being under the dictation of the bar in this. He urged that the Council should consider the expediency of pressing this question by every means in their power, by bringing it before the public, by agitating in Parliament, and that they would not allow any minority however influential to stop the full exercise of the resolution which had been passed. The members, each and all of them, did what little lay in their power to carry forward any question which affected the profession at large, especially upon which a pronounced opinion had been formed, and he therefore offered his contribution to the further elucidation of the subject. On another matter not mentioned in the report they had at least one member of the bench, and that an active one and one who took strong views, who was in their favour—Mr. Justice Wright. A select committee of the House of Commons had been sitting on the procedure in election petitions. Before that committee Mr. Justice Wright had appeared and he was asked whether the trial of these petitions could not be proceeded with during the Long Vacation? Mr. Justice Wright answered in the way they considered right. He said he saw no objection, and he believed, speaking as a judge, that the judges would be willing to exchange the holidays they had perforce to take in the Long Vacation for some other part of the year. They were told that the judges did not favour this amendment, but he had urged over and over again that many of the judges would gladly exchange this enforced holiday in August and September. He (Mr. Parker) had also attended before the committee, and had as far as possible supported the need of a reform in the Long Vacation.

Mr. FORD wished to move an amendment. He said he entirely endorsed the remarks of Mr. Parker. He moved that the report be received with the exception of that part referring to the Long Vacation. He knew that the amendment would not be carried, but he would move it as a protest. These meetings were called for two o'clock; no more inconvenient hour could be found, except for the members of the club, who could attend and carry anything they thought fit. There was a member of the Council who was much more useful to the society before he was elected to that position who was the author of the proposal that the Long Vacation should be reduced to two months. He (Mr. Ford) thought that was two months longer than it ought to be. But he hoped Mr. Munton would speak out upon the matter. This was a very milk-and-water paragraph in which the Council did not see their way to proceeding further with the matter. That was a stereotyped expression which could be found in the reports for the last thirty years. And that was the effect of some of the most important proposals by way of reform ever advocated in that hall, and they, poor miserable fellows! were to fold their arms and say nothing more. They were there to represent the interests of the public. If the bar were content to represent their own interests that was their affair, but it was not a position which the members of the society would ever assist in. In the interest of the suitors in the courts there was no member of the Council or of the society who would stand up and say that the courts ought to be closed from the 10th of August to the 24th of October. He asked the meeting to demur to the attitude of the Council in saying they could do nothing more to shorten the Long Vacation. Was it fair to their clients that they should be shut out from getting justice administered for a longer period than two months?

Mr. E. FITZGERALD (London) seconded the amendment.

Mr. F. K. MUNTON (London) said that as Mr. Ford had alluded to his attitude, perhaps it was right that he should make a few observations. Mr. Ford seemed to have been under the impression that because one member of the Council, after consulting his colleagues, had moved a resolution which he believed, on the whole, would recommend itself, the mover was in some degree responsible for the ultimate result. Those who had studied the question knew perfectly well that in the general meetings and elsewhere there was a very divided opinion. Some were in favour of retaining the vacation exactly as it was at present. Some, like Mr. Ford, were for abolishing it altogether. Others were in favour of certain further business being done during the Long Vacation, and there were varying views all along the line. The difficulty had been to reconcile these views as far as possible and to get some kind of resolution passed at a general meeting which the Council would feel themselves justified in putting forward. The Council adopted the resolution, and they had loyally endeavoured to make progress. It was said by Mr. Parker that because the bar were numerically less than solicitors comparatively little notice should be taken of the bar opposition. But the law society must not only pass resolutions, they must be practical. They must look at the difficulties which were before them. All that the Council could possibly do at present they had done. In his opinion a very long time would elapse before they would succeed in getting exactly all that had been asked. It might be that the Council, if requested, could take some further step by way of shewing their continued loyalty to the general meeting, but it was quite impossible to bring the question to a successful issue so easily as some of the members imagined. There were many conflicting authorities to deal with, and if it were proposed they should do something more at the present time, let a resolution be framed of a practical character, in which event he had no doubt that the Council would do all that they could to carry it into effect.

Mr. R. PENNINGTON (London) thought a better form of amendment would be to propose that the resolution should be sent to the Lord Chancellor. The bar had not received the suggestion favourably, but that was no reason why the solicitors should not go to the head of the profession and tell him what they thought and what they wished. He could not see any harm in such a step. He did not suppose any good would follow, but he thought it was the duty of the Council to do so if the society wished it. If Mr. Ford's amendment were put in that form he would support it.

Mr. PARKER, referring to the remarks of Mr. Munton, said that his contention was that the Council had not done all they ought to have done. Mr. Munton said they had done everything that was possible.

Mr. FORD: They have not even sent the resolution to the Lord Chancellor.

Mr. PARKER said that was so. He asked Mr. Ford to withdraw his amendment. He could not support it for the reason Mr. Ford had given—namely, that it would not be carried—and he was quite sure that the remarks which had been made would have the full consideration of the Council. He would prefer Mr. Pennington's suggested amendment.

Mr. GRAY HILL (Liverpool), speaking as a country member of the Council, said he had been associated with Mr. Munton in supporting the resolution as to the Long Vacation which was regarded at the time as a compromise. He thought it was a great pity that the Council should say anything which would hamper their action hereafter in supporting this resolution, although as a member of the Council he was to a certain extent bound by the report, if it should be considered desirable to go further. Mr. Munton had very properly said that there was a great difference of opinion on the matter, and that was very naturally reflected in the Council. The real way to accomplish something was for those who believed in the desirability and the necessity of shortening the Long Vacation to convert those who were doubtful or hesitating or of a contrary opinion. Then they would be able to bring power to bear upon the Council to set them to work. Again, what he thought might be very properly objected to on the part of Mr. Ford or of any other member was the concluding words of the paragraph, and if Mr. Ford would confine his amendment to omitting those words he would be very happy to support it.

Mr. FORD expressed his agreement with the suggestion.

Mr. E. KIMBER (London) supported what had fallen from Mr. Pennington. It was all very well for the members of the society to be met with the objection which Mr. Pennington brought forward, that he did not think any good would come from moving in the matter. That was scarcely treating the Lord Chancellor fairly. He believed the Lord Chancellor was open to reason like the rest of people. In fact he believed that more than others the Lord Chancellor was open to the pressure of public opinion. It could not be denied that the society very much more than the Bar Council represented public opinion. They had heard to-day for the first time that the society had received a public grant of £2,500. If anything would impose upon them the obligation of representing the public interest, that grant, small as it was, would do so. They were bound, therefore, not only in the interests of their clients, but in the interests of the public generally, to give voice to public opinion. What was the opinion of the clients upon the subject worth? It was worth absolutely nothing unless it was expressed through the mouth of their solicitors, and the members of the society were there for the purpose of expressing it. Did they mean to say that the Lord Chancellor would not be subject to the expression of opinions of that character? He believed he would, and the proper constitutional course was

for the Council to wait upon the Lord Chancellor, first sending out a notice to every member of the society as to when the deputation would be received and asking as many of the members as could to attend it.

Mr. W. Melmoth Walters (London) thought there was no occasion for the amendment. He thought the words used in the report had been misconstrued. It merely meant this: at the present moment the Council did not see their way to proceed further. He looked at it from this point of view: the question as to shortening or abolishing the Long Vacation was one which was by no means ripe. There were almost as many opinions as there were classes of people interested, and the society could not effect anything by their own vote. If they had to carry it in the teeth of the bar and the judges, an Act of Parliament would be necessary. Where were they there? There were 23 representatives of the solicitor branch of the profession in the House of Commons against 180 barristers. It was perfectly ridiculous on the face of it. The only chance was to educate public opinion to get pressure brought to bear from time to time in the right quarter to get the alteration carried. They would never get it by bullying or blustering or blackguarding the bar. If Mr. Ford would only make his amendment on these lines the Council would lose no occasion of pressing the matter forward upon the authorities whenever they had the opportunity.

Mr. Baruch Cohen (London) said that Mr. Walters' speech appeared to confirm the opinion that the last words should be left out, for the reason that there was not only suggested that there was a misapprehension as to their meaning, and the obvious meaning would be that the society was not qualified or justified in urging its views because the Bar Council had differed from it. He did not think it would be the wish of any member of the solicitor branch of the profession to blackguard or bluster at the bar. But there was a very wide distinction between blackguarding and blustering and swallowing the statement that because there might be a difference of opinion between the Bar Council and the Council of the society that the Council were to bind the hands of the society and say they did not see their way to pursue a certain course.

Mr. Walters: At the present moment.

Mr. Cohen: Or at any other moment.

Mr. Walters: It does not say so. It says, "At the present time."

Mr. Cohen said it did not matter whether it was present time or any other time. What he suggested was that because there was a difference between the Council of this society and the Bar Council it did not follow that even at the present time the Council should not pursue the course it had entered upon. He felt all the more bound to say this because he did not at all sympathize with Mr. Parker and Mr. Ford in their original desire to abridge the Long Vacation. He was one of those who supported the Long Vacation, although the two months' period seemed a very reasonable time. Nevertheless, when it came to swallowing the statement that when the bar differed from the solicitors the solicitors were barred from continuing upon a course upon which they had decided he saw the greatest danger to the solicitor branch of the profession. He welcomed therefore Mr. Pennington's suggestion, because it would be very unfortunate if the society did nothing. It would appear to be accepting the snub to the Council. If the society was to admit by its report that its hands should be tied every time it came into conflict with the Bar Council it would render itself powerless. He urged the meeting to confirm the society's independence.

Mr. E. K. Blyth (London) hoped the debate would not pass off on a side issue upon any question of antagonism or jealousy between the society and the bar. Mr. Ford's amendment simply expressed the same thing as Mr Walters' remarks—namely, that the profession desired to request the Council to do everything possible from time to time to advance this reform. He hoped the meeting would understand that that was the broad issue, and that if they supported the amendment they would be simply doing so with the view of strengthening the Council in any action they might take. The report simply meant that the Council could not take action at present, but it did not shut them out from doing so in the future. He did not think it was worth while discussing a question of mere verbiage.

The President: The Council is very much in agreement with what has fallen from Mr. Cohen. You will notice that in the paragraph it is stated that the resolution was adopted by the Council. Therefore there is no doubt we are all agreed upon that subject, and as I understand Mr. Ford's amendment it is that the final sentence of the paragraph shall be omitted, and under these circumstances the Council will very readily pass on the resolution to the Lord Chancellor.

The amendment was then adopted.

### Business in the Chancery Division.

Mr. Kimber objected that there was no reference in the report to the state of business in the Chancery Division. Everybody had commented upon the matter, the newspapers had done so, and complaints had been made to the House of Commons, and we were told that it was utterly useless to make any further complaint because the Government would not appoint more judges. That was no reason why they should cease their advocacy of and agitation upon the subject. They were there to record their judgment upon the question every year until a remedy was found. It was perfectly useless to expect the House of Commons or the public to understand this unless the solicitors continually kept before them the position of the question. The position was that in the beginning of this Trinity Sessions there were 617 causes, adjourned summonses for further consideration, waiting to be heard by five judges. And the state of business at the present time was that they had heard about half that number, and the chances were that in consequence of the pressure of other business fully one-half would be *remanets* until the next sittings, commencing in October. Was that a satisfactory state of things? How many litigants had been suffering during the whole year? Only in the last ten days or a fortnight the judges had been hearing causes which had been set down in December and January. Was it fair that the suitor should have to wait six months after a cause was set down? When one mentioned it to members of the House of Commons they said, "If I bring it up in the House of Commons there is sure to be Mr. Pickersgill or some other member, or even her Majesty's Government, seeking to propose an additional judge in Chancery. I shall object to the whole thing, call up the whole system of administration, and ask for inquiry as to how many days some of the judges have absented themselves at Newmarket or other places." He asserted that there was not a single judge who absented himself from his public duties for the purpose of taking pleasure when he ought to be in court. But supposing they absented themselves for one or two days what effect would that have on an arrear of 600 causes? Since these 600 were set down no less than 146 causes had been set down to be heard up till to-day, so that the chances were that when the Michaelmas sittings commenced there would be an arrear of over 700 causes waiting to be heard, one-half of which were set down to be heard that February. What was the objection to the appointment of an extra judge? The only thing he had heard on the part of the society was that some of the members of the Council might get the post of masters under the new judge. If such an interested motive could be imputed to the Council, how much more could interested motives be imputed to the senior members of the bar, whose pastures would be somewhat diminished and who would be scattered abroad by the addition of a fresh court? But that was not the question. The question was whether a suitor going into the High Court in the Chancery Division was to have his cause delayed and often an actual denial of justice brought about. If the society had to go before the Lord Chancellor with regard to the Long Vacation they might very well strengthen his hands as to the appointment of additional judges. To deal with the causes as they were set down would require the addition of two judges. It was high time that this abominable system was brought to the notice of the authorities.

Mr. Ford referred to the paragraph dealing with

### Professional Matters

in the report as follows: "During the past year five solicitors, who were convicted of various criminal offences, have, on the application of the society, been struck off the roll. Orders for attachment have been obtained against two unqualified persons for acting as solicitors, and two other cases are now pending before the court. Convictions under section 12 of the Solicitors Act, 1874, have been obtained against ten unqualified persons, including solicitors without practising certificates, and in others proceedings have been abandoned on payment of costs by the defendants." He observed that the proportions seemed somewhat remarkable. With regard to

### Legal Education

his view was that the system in vogue under the society was not a desirable one inasmuch as it was nothing but a system of coaches and the determination that nothing should interfere with the revenues of the society. He thought that if they were wise they would lend themselves to the establishment of a teaching university. The report said with regard to the University Commission Bill "that the Council adhere to the views expressed in the evidence of Mr. B. G. Lake in 1888, and of Mr. Pennington in 1892, to the effect that mere theoretical and academical teaching in law should not qualify a person for admission as a solicitor; that a university degree alone without service under articles could not be accepted as a qualification to practise; and that the society ought not to part with the control of the examination of persons prior to their admission as solicitors." He (Mr. Ford) had also given evidence before that commission which was entirely opposed to the evidence of Mr. Lake. He regretted that the Council had not thought fit to deal with the clauses of the

### Companies Acts

which dealt with voluntary liquidations. Although there were gigantic frauds by moneylenders they were in no way equal to the frauds upon the public in connection with voluntary liquidations. The way in which these people were bled was abominable, and the system lent itself to all sorts of unworthy actions. If the proceedings were compulsorily disclosed as was the case with compulsory liquidations the public would greatly benefit. He entirely agreed with Mr. Kimber's remarks as to the delay in the Chancery Division. It was the way to make the whole procedure in the Court of Chancery utterly unpopular.

Mr. Clarence Harcourt (London) referred to the subject of

### County Courts.

He said that a resolution had been passed by the County Court Committee which had been practically adopted by the Council to the effect that in future every plaintiff should have the right to have an action for breach of promise, libel, or slander, where the damages claimed did not exceed £100, tried in the county court. As things stood at the present time these actions could not be brought in the county court. He ventured to say there was no class of action which was subject to such abuse as actions for slander and libel, and to give to the county court, with a jury composed perhaps of five small tradesmen, power to decide such questions, which might be most vital to a man's honour, was, in his opinion, most undesirable. It was admitted that the business in the Queen's Bench Division was in an eminently satisfactory condition. Why, then, should they refer important actions to a tribunal originally established for the recovery of small debts? He heard Mr. Munton some years ago deliver a most interesting address on the question of the extension of county court

jurisdiction, and he made a most excellent speech in the direction now advocated. He ventured to think that Mr. Munton did not at that time think that things would go so far. If the suggestion were put forward by the Council and was taken up by the press and carried through, solicitors individually and their clients would be depriving themselves of one of the rights they at present enjoyed—namely, the right to have actions of this class tried in the High Court.

Mr. PARKER said that the delay in Chancery proceedings was due to the inherent defects in the procedure which required reform. It was answerable for a great deal of the delay. At the same time they might go from one extreme to the other. In the Queen's Bench Division there was serious

DANGER OF CURTAILING PROCEDURE

too much. If the procedure in Chancery required curtailing it did not need it to the extent adopted in the Queen's Bench. The Commercial court was a most breathless court. A plaintiff could not even issue a writ unless he was ready to go to trial. It was much too rapid. The Chancery procedure was not wholly open to the censure passed upon it by Mr. Kimber, for many an action could be tried on a short motion and could be disposed of.

Mr. R. W. DIBDIN (London) did not agree that the procedure was responsible for the delay. Procedure was at an end when the action was set down. What Mr. Kimber complained of very justly was that when everybody was ready they had to wait six or nine months or more before the cause could be heard.

Mr. MUNTON, in reply to the remarks of Mr. Harcourt, said that a very strong committee, nearly thirty in number, had after much consideration come to the conclusion that actions for libel, slander, and breach of promise of marriage where the damages claimed did not exceed £100 might very fairly go to the county court. It had been often said that a very large part of the time of the High Court was taken up in trying small issues, and it was thought better under all the circumstances that it should be recommended that these should be remitted to the county court. With regard to the paper to which Mr. Harcourt referred, and which was read by him (Mr. Munton) nearly twenty years ago, it was to the effect that county courts as they gradually approached the work of the High Court might well be made branches of the latter. He adhered to that opinion and should the members express a desire to have the question discussed again he would take care that it should have a hearing on whichever side of the table he should be sitting.

Mr. COHEN agreed with Mr. Munton with regard to the necessity of enlarging county court jurisdiction. There were constantly breach of promise actions in the High Court and actions for libel and slander which were of a very trivial kind. Very often, nowadays, a solicitor felt that he could not bring an action because the damages he could claim were so trifling that he was not justified in taking up the time of the High Court judge and jury and of submitting himself to the snubbing he might receive. Therefore he wished every success to the proposition to extend the county court jurisdiction as suggested. But the question of a small increase of the costs to be allowed to the practitioner should be considered. The extended jurisdiction would ease the block in the Chancery Division, which would fade away without the necessity of appointing new judges. The subject of the Queen's Bench Division was a far more serious matter, because although in the Chancery Division justice was delayed, it was obtained eventually. This was not so in the Queen's Bench Division, for often when the action came on for trial counsel was unable to attend. A list should be published so many days before the hearing, and one should be able to bind one's counsel to attend. More injustice was done to-day because counsel did not attend than from any other cause. That was what disgusted the public with the trial of causes and made many refrain from going to law, because they say, "We pay big sums to counsel, and they do not attend." This was a question upon which the bar and solicitors must be at variance. It touched the pockets of the bar, but it affected the solicitors to a considerable extent and the public beyond measure.

Mr. GRINHAM KEEN (London) observed that the report stated with regard to county courts that "the committee have still under consideration a scale of costs, which may be recommended if a suitable opportunity arises." He said the committee had given most careful consideration to the scale, and had a draft scale of county court costs they had prepared which they believed would meet the reasonable requirements of the profession if it should be carried through. He had sat upon the committee and knew what was being done. The members of the committee had devoted themselves to the subject in a most exemplary way, and the work had been very hard.

The PRESIDENT: With reference to Mr. Kimber's and Mr. Cohen's remarks it may be useful if the Legal Procedure Committee, which deals with such subjects, were to endeavour to obtain some statistics as to the number of cases from time to time so as to strengthen the hands of the authorities in the way Mr. Kimber desires. Mr. Ford referred to a teaching university. I have already said the society is by no means hostile to the project, and would like to see it carried out. A report of the Examination Committee was adopted by the Council on the 8th inst., too late to be circulated with the report, and it contains some useful information on the subject of a teaching university. Any member of the society can obtain a copy by applying to the secretary. The report of the Parliamentary Committee on Money-lending has also been published within the last few days, and to a large extent it adopts the suggestions which were made in the report which we sent to the chairman of the committee. You will notice in our report one little success we have obtained, and that is the expunging from the Taxes Management Act of the section prohibiting any party to appeals before Commissioners of Taxes being represented by a barrister, solicitor, or person practising th law. We thought that was a very inconvenient section.

The report as amended was then adopted.

A vote of thanks to the President, which was moved by Mr. FORD, not only for his conduct in the chair but for his valuable services during the past twelve months, was carried with loud applause, and

The PRESIDENT having briefly returned thanks, the proceedings terminated.

# LEGAL NEWS.

## CHANGES IN PARTNERSHIPS, &c.

During the re-building of the offices of Messrs. Clapham, Fitch, & Co., solicitors, of 15, Devonshire-square, Bishopsgate, London, the firm have temporarily removed to offices in the adjoining house, No. 14, Devonshire-square.

## GENERAL.

The Lockwood Memorial is to consist of the endowment of a child's cot in the London Hospital, to be named after Sir Frank Lockwood, a portrait of Sir Frank Lockwood to be eventually offered to the trustees of the National Portrait Gallery, a stained glass memorial window in York Minster, a memorial brass in St. Margaret's Church, Westminster, and a portrait of Sir Frank Lockwood to be presented to Lady Lockwood.

It the House of Commons, on the 15th inst., Captain Pretyman asked the Chancellor of the Exchequer whether, in view of the extreme inconvenience caused by the present uncertainty as to whether estate duty would be payable upon interests which had been alienated during lifetime, there was any probability that the hearing of the appeal in the *Beach case* before the House of Lords would be fixed for an early date. The Chancellor of the Exchequer said: Of course it does not rest with me to fix the date of the hearing of this case. I do not suppose it is likely to be heard before the November sittings; but certainly the Crown would desire that the matter should be decided as soon as possible. Mr. James Lowther asked whether the right hon. gentleman could say whether in the meantime any attempt would be made to levy the duty. The Chancellor of the Exchequer said that it had already been stated that the duty would be levied in every case, but that notice would be given to those who had to pay that the duty so levied would be returned if the House of Lords decided against the Exchequer.

In the House of Commons on the 18th inst. Mr. Gedge asked the Chancellor of the Exchequer if his attention had been drawn to the following case: A. B. died in January last, leaving a large sum of money to his nephew, C. D., on his attaining the age of twenty-one (which he will do in October), but in the event of his dying under age the money is to go to three other persons, the share of one of those persons being directed to be settled. Estate duty on A. B.'s death is being paid. If C. D. lives to October next no part of the money will be settled, and if he dies in November estate duty will be again paid on the whole sum; but the Controller of Inland Revenue has claimed settlement estate duty also in respect of one-third of the amount, on the ground that it is contingently settled; and whether, in view of the fact that the injustice of this claim had been recognized by him, and prevented in the cases of persons dying after the 1st of July, the day on which the Finance Act, 1898, commenced, he would give directions that the claim should not be enforced in such cases. The Chancellor of the Exchequer said: Section 14 of the Finance Act of this year was intended to meet cases such as that put by the hon. member. But it applies only in the case of deaths occurring after the commencement of the Act, and I cannot give directions which would make it retrospective.

At the Dolgelly Assizes last week, before Mr. Justice Wills, says the *Times*, the case of *Evans* v. *Simner* was tried by the learned judge without a jury. The plaintiff's claim was for £575, the value of 460 Welsh mountain sheep. The evidence disclosed the fact that these small sheep have a much higher value as a flock on the mountains than when sold at a fair. The plaintiff was tenant of a farm called Brynmeurig, near Arthog, and was given notice by Miss Simner, the defendant, to quit in March last. One of the conditions of his tenancy was that on the expiration of it by notice, or otherwise, the flock of sheep was to be taken over by valuation either by the incoming tenant or by the landlord. The value of the sheep was fixed by the arbitrators at 25s. a head, and it was admitted that in a fair 16s. a head would have been a good price for them. From the evidence it appeared that upon this farm, as upon all Welsh mountain farms, there are no fences on the sheep walks, and that the sheep bred upon a particular run know their own boundaries and keep to them, that it takes them from three to four years to become thoroughly settled on the run, and that sheep bred on the run thrive much better than fresh ones brought on from another farm. Shepherds are almost unknown on the Welsh hills, one man looking after the flocks on several farms. His lordship held that the price as fixed by the arbitrators was a reasonable one, and that the custom to place an enhanced value on a flock of sheep thoroughly established on a farm and sheep run was also a reasonable one.

The Clitheroe Estate Co. (Limited) has been formed, with a nominal share capital of 20,000 4½ per cent. cumulative preference shares of £5 each, and 100,000 ordinary shares of £1 each. The property of the company consists of the Clitheroe Estate, in the county of Lancaster. The bulk of the income is derived from rents and royalties paid by lessees of the coal mines and of the stone and other quarries, brick and shale works,

and from chief and other rents, and from fees, fines, and other moneys derived from the important manorial rights of the honour of Clitheroe. The following is an extract from the prospectus: "The estate forms part of the property passing under the will, dated the 8th of August, 1883, of the Most Noble Walter Francis, Duke of Buccleuch and Queensberry, K.G., who settled the Clitheroe Estate, subject to certain family charges therein mentioned, upon his second son, now Lord Montagu of Beaulieu, one of the directors of this company, and Lord Montagu's first and other sons in tail male, with remainders over. To provide for the family charges, and for other reasons, Lord Montagu of Beaulieu and his eldest son, the Hon. John Scott Montagu, also a director of this company, who had previously barred the entail, have decided to form this company, for the purpose of acquiring the Clitheroe Estate, free from all charges except those to be presently mentioned, at the price of £425,000, payable as to £225,000 in cash and as to £200,000 in fully-paid shares of the company."

The Governor and Company of the Bank of England announce the issue of £1,000,000 Birmingham Corporation 2½ per Cent. Stock. Tenders for it will be received at the chief cashier's office up to two p.m. on Tuesday next. No price will be accepted below 91 per cent. The stock is redeemable at par after July 26, 1926, on one year's notice.

# COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | Appeal Court No. 2. | Mr. Justice North. | Mr. Justice Stirling. |
|---|---|---|---|
| Monday, July .....25 | Mr. Beal | Mr. Jackson | Mr. Pugh |
| Tuesday .....26 | Leach | Carrington | Lavie |
| Wednesday .....27 | Beal | Jackson | Pugh |
| Thursday .....28 | Leach | Carrington | Lavie |
| Friday .....29 | Beal | Jackson | Pugh |
| Saturday .....30 | Leach | Carrington | Lavie |
| | Mr. Justice Kekewich. | Mr. Justice Romer. | Mr. Justice Byrne. |
| Monday, July .....25 | Mr. King | Mr. Godfrey | Mr. Pemberton |
| Tuesday .....26 | Farmer | Rolt | Ward |
| Wednesday .....27 | King | Godfrey | Pemberton |
| Thursday .....28 | Farmer | Rolt | Ward |
| Friday .....29 | King | Godfrey | Pemberton |
| Saturday .....30 | Farmer | Rolt | Ward |

# THE PROPERTY MART.

## SALES OF THE ENSUING WEEK.

July 25.—Messrs. Rogers, Chapman, & Thomas, at the Mart, at 2: Freeholds.—Wandsworth, St. John's-hill-grove, producing £138 per annum; Selhurst, Princess-road, let at £121 per annum. Leaseholds.—Kentish Town, Bartholomew-road, producing £460 annually; South Kensington, let at £90 per annum; West Brompton, let at £40 per annum; Regent's Park, Princess-road, let at £90 per annum; Pimlico, Eburystreet, producing £278 per annum. Freehold Ground-rents.—Wandsworth, amounting to £48 annually. Solicitors, Messrs. Lewin & Co., London. (See advertisement, July 16, p. 3.)

July 26.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2, Freehold Property in Parliament-street, opposite the Home Office, having a frontage of over 25ft. and depth of 90ft., just vacated by Messrs. Grindlay & Co., Bankers. Solicitors, Messrs. Bower, Cotton, & Bower, London. Freehold Ground-rents amounting to £252 per annum secured upon Private Residences, a fully-licensed Public-house, Shops, &c., at Brixton and East Dulwich, with reversion to the rack-rents in 52 to 87 years. Solicitors, Messrs. Miller, Smith, & Bell, London. (See advertisements, this week, back page.)

July 26.—Messrs. Eldoart, at the Mart, at 12, Freehold Premises, 21 and 22, Gerrard-street, Soho, comprising two Dwelling-houses and two Shops, workshops in the rear; let on lease at £190, six years to run from Lady Day, 1898; possession could be arranged. Solicitors, Messrs. Meredith, Roberts, & Mills, London. (See advertisement, this week, p. 4.)

July 28.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2, the important Freehold Corner Property, No. 211, High-street, Lewisham, with commanding frontages; let at £87 per annum on lease expiring in 1905, when the purchaser will be entitled to possession and the reversion to building site. Solicitors, Messrs. Sole, Turner, & Knight, London. (See advertisement, July 9, p. 3.)

July 28.—Messrs. J. A. & W. Tharp, at the Mart at 2, Freehold Ground-rents of £36 per annum secured upon 6 Private Residences in Tottenham. Solicitors, Messrs. Hepworth & Co, London. (See advertisement, this week, p. 4.)

### RESULTS OF SALES.

SALE OF REVERSIONS AND LIFE POLICIES.

Messrs. H. E. Foster & Cranfield held their usual fortnightly sale of the above interests at the Mart, E.C., on Thursday last, when nearly all of the lots offered were sold, the total realized being £31,085. Among the lots sold were the following:

| | | £ |
|---|---|---|
| REVERSIONS: | | |
| Absolute to One-third of £173 East Indian Railway Annuity, Class B; life 65 | Sold | 1,030 |
| Absolute to £2,001 18s. 2d. New Consols; life 49 | " | 920 |
| Absolute to Eight-forty-ninths of about £30,457; life 64 | " | 2,920 |
| Absolute to One-fifth of £30,986 15s. 10d. India 3½ per Cent. Stock; life 64 | " | 4,100 |
| Absolute to £3,950; life 67 | " | 2,425 |
| Absolute to £4,906 18s. India 3 per Cent. Stock and £1,959 19s. 8d. India 3½ per Cent. Stock; life 74 | " | 5,100 |
| Absolute to £3,975; life 85 | " | 1,010 |
| To One-third of £14,061 1s. 9d. India 3½ per Cent. Stock; life 57 | " | 2,760 |
| LIFE POLICIES: | | |
| Endowment for £7,000; life 47; payable in 1906 or previous death | " | 2,800 |
| Endowment for £9,000; life 55; payable at 65 or previous death | " | 2,600 |
| For £3,000; life 55 | " | 980 |

Messrs. Debenham, Tewson, Farmer, & Bridgewater, sold at the Mart on the 19th inst., the Freehold Shops and Premises numbered 175, 177, 179, and 181, Oxford-street, in the occupation of Messrs. S. J. Waring & Sons (on a 21 years' lease) at a rental £2,120 per annum for £52,550. Mason's Hall Tavern was bought in at £35,000, and has since been sold by private contract.

Messrs. C. C. & T. Moore contributed £4,360 to last Thursday's total at the Mart. They obtained £440 for a house in Cawley-road, Victoria-park; £1,055 for three houses in Leopold-street, Burdett-road; and £700 for 15 and 17, York-road, Stepney (freehold).

# WINDING UP NOTICES.

*London Gazette.*—Friday, July 15.

## JOINT STOCK COMPANIES.

### Limited in Chancery.

Abercorn Reefs, Limited—By an order made by Wright, J., dated June 17, it was ordered that the voluntary winding up of the company be continued. Wyatt & Co, Clement's inn, Strand, solors for petners

Direct Photo Engraving Co, Limited—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. H. Gouldie Wilson, 2, Basinghall avenue. Stanley & Co, Ludgate hill, solors to liquidator

Ferro Sodium Co, Limited—Petn for winding up, presented July 14, directed to be heard on July 27. Baillie & Co, George st, Mansion House, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 26

Hard Stone Co, Limited—Creditors are required, on or before Aug 30, to send their names and addresses, and the particulars of their debts or claims, to Charles Matcham, 44, High st, Bristol

Hooper Brothers, Limited—Petn for winding up, presented July 11, directed to be heard on Wednesday, July 27. Joseph Hamilton Glover, 60, Castle-street, Liverpool, solor for the petnrs. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of July 26.

John Berrie, Limited—Creditors are required, on or before Sept. 3, to send in their names and addresses, and particulars of their debts or claims, to Bernado Thomas Crew, Leadenhall-buildings, Leadenhall-street. Williams & Neville, Winchester House, solors for the liquidator.

The Kent Freehold Property Investment Corporation, Limited—Creditors are required, on or before Aug. 15, to send in their names and addresses, and particulars of their debts and claims, to Francis H. Tod, 15, Wool-exchange.

New London and Suburban Omnibus Co., Limited—Petn for winding up, presented July 7, directed to be heard July 27. J. D. Langton, 12, New-inn, Strand, solor for petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 26

Pomona Chemical Co, Limited—Petn for winding up, presented June 23, directed to be heard at Manchester on July 4, and adjourned until July 25, at St. George's Hall, Liverpool. Cunliffes & Greg, 56, Brown st, Manchester, solors for petnrs. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of July 25

United Mines Ore Reduction Co, Limited—By an order made by Byrne, J., dated June 29, it was ordered that the voluntary winding up of the company be continued. Ashurst & Co

*London Gazette.*—Tuesday, July 19.

## JOINT STOCK COMPANIES.

### Limited in Chancery.

Anglo-Scotian Mills, Limited (in Voluntary Liquidation)—Creditors are required, on or before Aug 27, to send their names and addresses, and the particulars of their debts or claims, to Thomas Leman, 1, St Peter's Church walk, Nottingham

Batten, Carne, & Carne's Banking Co, Limited—Petn for winding up, presented July 16, directed to be heard on July 27 Tarry & Co, 17, Serjeants' inn, Fleet st, solors for petners Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 26

Chrome Mines Co, Limited—Petn for winding up, presented July 15, directed to be heard on July 27 Walker & Co, 61, Carey st, solors for petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 26

Cowper-Coles Zinc Extraction Syndicate, Limited—Creditors are required, on or before Aug 16, to send their names and addresses, and the particulars of their debts or claims, to Thomas Shaw Lowry, Bank house, Camborne Daniell & Thomas, Camborne, solors to liquidator

Frank Giles, Limited—Petn for winding up, presented July 12, directed to be heard on July 27. Keddey & Co, 9, Fenchurch st, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 26

Heavy Woollen District Patent Rag Disinfector Co, Limited—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to Mr Walter Fenton, Carlinghow, Batley, York. Brearley, Batley, solor to the liquidator

Ilex Mill Co, Limited—Creditors are required, on or before Sept 8, to send their names and addresses, and the particulars of their debts or claims, to Thomas Whitaker, Haslingden

McConnel & Co, Limited—Creditors are required, on or before Aug 13, to send their names and addresses, and the particulars of their debts or claims, to John Wanklyn McConnel, 90, Henry st, Ancoats, Manchester Addleshaw & Co, Manchester, solors to liquidator

N C Exploration Syndicate, Limited—Creditors are required, on or before Aug 26, to send their names and addresses, and the particulars of their debts or claims, to Mr James Moncrieff Wilson, 15, Gt St Helens

Scarborough Laundry and Washing Co, Limited—Creditors are required, on or before Aug 31, to send their names and addresses, and particulars of their debts or claims, to George Padley, 33, Westbourne grove, Scarborough W & W S Drawbridge, Scarborough, solors to liquidators

South African Mercantile Co, Limited—Creditors are required, on or before Aug 15, to send their names and addresses, and the particulars of their debts or claims, to W. B. Keen, 3, Church ct, Old Jewry

Steamship Insurance Syndicate, Limited—Creditors are required, on or before Aug 29, to send their names and addresses, and particulars of their debts or claims, to T. F. Goddard, St. Michael's House, St. Michael's alley, Cornhill

Walsall Development Syndicate, Limited—Creditors are required, on or before Sept 3, to send their names and addresses, and the particulars of their debts or claims, to Mr James Edward Ward, 18, New st, Birmingham. Butlin, Birmingham, solor for liquidator

Wrexham Market Hall Co, Limited—Creditors are required, on or before Aug 31, to send in their names and addresses, and the particulars of their debts or claims, to John Oswell Bury, 9, Temple row, Wrexham. Bury & Acton, Wrexham, solors to the liquidator

### Unlimited in Chancery.

British Academy of Civil and Mining Engineers—Petn for winding up, presented July 13, directed to be heard July 27. Dade & Co, 100, London Wall. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 26

## FRIENDLY SOCIETIES DISSOLVED.

Bloxham Old Friendly Society, Joiners' Arms, Bloxham, Banbury, Oxford July 13

Bovey Tracey Benefit Society, Bovey Tracey, Devon July 13

Bury St Edmund's Funeral Insurance Society, Bury St Edmunds, Suffolk July 8

Court Rising Sun, Juvenile Foresters Friendly Society, Seaham Harbour, Sunderland July 13

King's Head Sick and Burial Tontine Benefit Society, King's Head Hotel, Wrexham, Denbigh. July 13

National Temperance Sick and Burial Friendly Society, Boyd Institute, Tidal Basin, Essex. July 13

Sussex Universal and Equitable Permanent Building Society, 2, Osborne st, Hove, Sussex. July 13

## BANKRUPTCY NOTICES.

*London Gazette.*—FRIDAY, July 15.

### RECEIVING ORDERS.

BAKER, THOMAS, Harrogate, Cab Driver York Pet July 12 Ord July 12

BULLIMORE, WILLIAM, Deeping St Nicholas, Lincs, Farmer Peterborough Pet July 13 Ord July 13

BURKE, JAMES JOSEPH, Leeds, Grocer Leeds Pet July 12 Ord July 12

BURROW, PAUL, Milnthorpe, Westmorland, Joiner Kendal Pet July 13 Ord July 13

DELAFIELD, DANIEL JAMES, Paignton, Devon, Stonemason Plymouth Pet July 11 Ord July 11

DUNCAN, THOMAS TAYLOR, Great Yarmouth Great Yarmouth Pet July 12 Ord July 12

FULLER, FREDERICK, Faversham, Kent Canterbury Pet June 23 Ord July 9

GALLOP, WILLIAM ALBERT, Poole, Dorset, Builder Poole Pet July 11 Ord July 11

HANCOCK, GEORGE, Aberfan, Merthyr Vale, Glam, Builder Merthyr Tydfil Pet July 5 Ord July 11

HOLLERTON, ERNEST, Moss Side, Lancs, Plumber Salford Pet June 27 Ord July 12

HOPEWELL, WILLIAM WATSON, and JAMES DAURY DALE, Nottingham, Lace Manufacturers Nottingham Pet July 13 Ord July 13

JARROLD, THOMAS, Whitland, Carmarthens, Miller Pembroke Dock Pet July 12 Ord July 13

KILVINGTON, HANNAH ELIZABETH, Great Grimsby Great Grimsby Pet July 12 Ord July 12

LARKIN, RICHARD, Loose, nr Maidstone, Bootmaker Maidstone Pet July 12 Ord July 12

LOVICK, SAMUEL ARTHUR, Walsall, Harness Manufacturer Walsall Pet July 11 Ord July 11

MACLEAY, ST CLAIR ALAN JAMES, Norfolk st, Park lane High Court Pet June 22 Ord July 13

MASSEY, GEORGE JAMES, Canterbury, Draper Canterbury Pet July 11 Ord July 11

NUGENT, CLAUD, Brighton, Club Manager High Court Pet June 23 Pet July 13

OAKLEY, JAMES, Walsall, Draper Walsall Pet July 9 Ord July 9

OPIE, FRANK, Plymouth, House Decorator Plymouth Pet July 12 Ord July 12

PARR, JOHN EDWARD, Marton Moss, nr Blackpool, Schoolmaster Preston Pet July 11 Ord July 11

SENIOR, EDWARD, Norton, nr Doncaster, Butcher Sheffield Pet July 12 Ord July 12

SMITH, HALL, Middlesborough, Newspaper Proprietor Stockton on Tees Pet July 11 Ord July 11

TAYLOR, TITUS, Bolton, Carter Bolton Pet July 13 Ord July 13

TAYLOR, TOM, Rochester row, Westminster Draper High Court Pet July 11 Ord July 11

THOMAS, GRAHAM, Pontardulais, Glam, Painter Swansea Pet July 13 Ord July 13

THOMPSON, ROBERT ALBERT, Howden, York, Hatter Kingston upon Hull Pet July 13 Ord July 13

TIPPETT, GEORGE, Kingswood, nr Bristol, General Dealer Bristol Pet July 12 Ord July 12

TREMEWAN, FREDERICK ARTHUR, Perranporth, Cornwall, General Merchant Truro Pet July 11 Ord July 11

TRIPP, ROBERT HENRY, Hexton, Hertford Luton Pet July 12 Ord July 12

TURNER, HARRY, Hillsborough, nr Sheffield, Painter Sheffield Pet July 11 Ord July 11

VIGNOLES, CHARLES AUGUSTUS, Upper George st, Bryanston sq, Stockbroker High Court Pet April 23 Ord July 11

WAIN, LOUIS, Westgate on Sea, Artist Canterbury Pet May 12 Ord July 9

WALKER, EDWARD STEPHEN, and SOLOMON WALKER, Worcester, Spade Manufacturers Stourbridge Pet July 11 Ord July 12

SCOTT, JAMES, West Hartlepool, Clerk Sunderland Pet July 12 Ord July 12

WATERMAN, THOMAS, Ipswich Ipswich Pet July 11 Ord July 11

WHEATCROFT, THOMAS ROBERT, Coventry, Grocer Coventry Pet July 13 Ord July 13

**Amended notice substituted for that published in the London Gazette of June 24:**

GOODMAN, EDWARD AUBREY, Bristol, Theatre Proprietor Bristol Pet June 14 Ord June 21

### FIRST MEETINGS.

ANDERSON, JOHN WILLIAM, Cowpen Quay, nr Blyth, Grocer July 25 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

BAKER, THOMAS, Harrogate, Cab Driver July 27 at 12.15 Off Rec, 28, Stonegate, York

BELL, WILLIAM, Scotby, nr Carlisle, Railway Ticket Collector July 26 at 3 Off Rec, 34, Fisher st, Carlisle

CROFT, THOMAS SAMUEL, Carlton, Notts, Manufacturing Confectioner July 22 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

DAWBER, HENRY WILLIAMSON, Worksop, Notts Aug 4 at 12 Off Rec, Lincoln

DELAFIELD, DANIEL JAMES, Paignton, Devon, Stonemason July 22 at 11 Off Rec, 6, Athenæum ter, Plymouth

FOULDS, RODERICK MATHIESON, Aldersgate st, Licensed Victualler July 22 at 12 Bankruptcy bldgs, Carey st

FULLER, FREDERICK, Faversham, Kent Aug 4 at 9.30 Off Rec, 73, Castle st, Canterbury

GOLDER, JOSEPH, Salford, Lancs, Paint r July 22 at 2.30 Off Rec, Byrom st, Manchester

HALL, SAMUEL JERVIS, Caldicott, Mon, Oil Merchant July 25 at 2.30 Off Rec, Westgate chmbrs, Newport, Mon

HAYNES, SAMUEL, Longford st, Regent's Park, Commercial Traveller July 25 at 12 Bankruptcy bldgs, Carey st

HUXTABLE, THOMAS WILLIAM, Clapham rd, Clerk July 25 at 11 Bankruptcy bldgs, Carey st

JARVIS, GEORGE, Thornton Heath, Surrey, Licensed Victualler July 25 at 2.30 Bankruptcy bldgs, Carey st

JELLICOE, JAMES ANTHONY, Walthamstow, Solicitor July 22 at 2.30 Bankruptcy bldgs, Carey st

JOEL, FREEMAN GREENE, Newington causeway July 22 at 11 Bankruptcy bldgs, Carey st

JONES, HARRY VERNON, Pimlico, Fruit Broker July 22 at 12 Bankruptcy bldgs, Carey st

LARKIN, RICHARD, Loose, nr Maidstone, Bootmaker Aug 3 at 11 Off Rec, 9, King st, Maidstone

MILNER, JOHN, Leeds July 25 at 11 Off Rec, 22, Park row, Leeds

MOUNTAIN, JOSEPH, New Wortley, Leeds, Hackle Maker July 25 at 3 Off Rec, 22, Park row, Leeds

NICHOLAS, MARY ANNE, Cheshunt, Herts, Corn Dealer July 22 at 2 Off Rec, 95, Temple chmbrs, Temple avenue

OPIE, FRANK, Plymouth, House Decorator July 25 at 11 Off Rec, 6, Athenæum ter, Plymouth

PETERS, JOHN, Hereford, Tailor July 22 at 2.30 2, Offa st, Hereford

PHILLIPS, JOHN, Nantymoel, Glam, Grocer July 25 at 11 Off Rec, 29, Queen st, Cardiff

PROCTOR, WILLIAM, Mason's Arms, Leeds July 25 at 12 Off Rec, 22, Park row, Leeds

RICHARDS, EVAN PRICE, Mountain Ash, Tailor July 25 at 12 65, High st, Merthyr Tydfil

SAMPSON BROTHERS, Canton, Bakers July 25 at 11.30 Off Rec, 29, Queen st, Cardiff

SHARP, JAMES, Silloth, Cumberland, Photographer July 25 at 3.30 Off Rec, 34, Fisher st, Carlisle

SPIERS, ALFRED, Kinver, Stafford, Grocer July 22 at 11.30 Off Rec, Wolverhampton st, Dudley

SYMONDS, WILLIAM, Abergavenny, Mon, Cycle Agent July 22 at 3 65, High st, Merthyr Tydfil

TATE, EDWARD, Hunslet, Leeds, Dyer July 25 at 12.30 Off Rec, 22, Park row, Leeds

TAYLOR, TOM, Rochester row, Westminster, Draper July 25 at 2.30 Bankruptcy bldgs, Carey st

WALKLATE, MARY, St Albans, Hertford, Saddler July 26 at 3 Off Rec, 95, Temple chmbrs, Temple av

WILLIAMS, JAMES GRAHAM, Swansea, Confectioner July 22 at 12 Off Rec, 31, Alexandra rd, Swansea

WILSON, JOSEPH, Warrington, Glass Dealer July 22 at 3 Off Rec, Byrom st, Manchester

### ADJUDICATIONS.

ADDISON, ROBERT, St Ermin's mansions, Westminster High Court Pet April 22 Ord July 12

BAKER, THOMAS, Harrogate, Cab Driver York Pet July 12 Ord July 12

BENNETT, JOSEPH, Oldham, Farmer Oldham Pet July 2 Ord July 13

BENNINGTON, HENRY ALEXANDER, Walsall, Manager Walsall Pet June 24 Ord July 13

BROWNE, CHAWORTH RICHARD WELLESLEY, Newington causeway, Licensed Victualler High Court Pet June 13 Pet July 11

BULLIMORE, WILLIAM, Deeping St Nicholas, Lincs, Farmer Peterborough Pet July 13 Ord July 13

BURKE, JAMES JOSEPH, Leeds, Grocer Leeds Pet July 12 Ord July 12

BURROW, PAUL, Milnthorpe, Westmorland, Joiner Kendal Pet July 13 Ord July 13

DALLEY, JOHN LLEWELLYN, Oswaldtwistle, Lancs, Beer Retailer Blackburn Pet May 21 Ord July 11

DELAFIELD, DANIEL JAMES, Paignton, Devon, Stonemason Plymouth Pet July 11 Ord July 11

DUNCAN, THOMAS TAYLOR, Great Yarmouth Great Yarmouth Pet July 12 Ord July 12

FOULDS, RODERICK MATHIESON, Aldersgate st, Licensed Victualler High Court Pet June 9 Ord July 11

FULLER, FREDERICK, Faversham, Kent Canterbury Pet June 23 Ord July 11

GALLOP, WILLIAM ALBERT, Poole, Builder Poole Pet July 11 Ord July 11

HALL, SAMUEL JERVIS, Caldicott, Mon Newport, Mon Pet April 29 Ord July 13

KILVINGTON, HANNAH ELIZABETH, Great Grimsby Great Grimsby Pet July 12 Ord July 12

LARKIN, RICHARD, Loose, nr Maidstone, Bootmaker Maidstone Pet July 12 Ord July 12

LOVICK, SAMUEL ARTHUR, Walsall, Harness Manufacturer Walsall Pet July 11 Ord July 11

MCKERROW, GAVIN, Seacombe, Chester, Scotch Draper Liverpool Pet May 16 Ord July 11

MCPHAIL, THOMAS ROBINSON, Liverpool, Chemical Broker Liverpool Pet May 19 Ord July 13

MASSEY, GEORGE JONES, Canterbury, Draper Canterbury Pet July 11 Ord July 11

MERTON, JOSEPH SIDNEY, St Martin's ct, Leicester sq, Solicitor High Court Pet March 17 Ord July 12

MOORE, THOMAS, Chelsea, Ironmonger High Court Pet June 9 Ord July 12

NICHOLS, ROBERT WILLIAM, Kendal, Innkeeper Kendal Pet July 7 Ord July 7

OAKLEY, JAMES, Walsall, Draper Walsall Pet July 9 Ord July 9

OPIE, FRANK, Plymouth, House Decorator Plymouth Pet July 6 Ord July 12

OVENS, ANNIE, Manchester Manchester Pet May 25 Ord July 11

SCOTT, JAMES, West Hartlepool, Clerk Sunderland Pet July 12 Ord July 12

SENIOR, EDWARD, Norton, nr Doncaster, Butcher Sheffield Pet June 11 Ord July 12

SMITH, HALL, Middlesborough, Newspaper Proprietor Stockton on Tees Pet July 11 Ord July 11

SPIERS, ALFRED, Stafford, Kinvers, Grocer Stourbridge Pet June 14 Ord July 12

STEWART, JOSEPH, Liverpool, Grocer Liverpool Pet April 22 Ord July 12

TAYLOR, TITUS, Bolton, Carter Bolton Pet July 13 Ord July 13

TAYLOR, TOM, Rochester row, Westminster, Draper High Court Pet July 11 Ord July 11

THOMAS, GRAHAM, Pontardulais, Glam, Painter Swansea Pet July 13 Ord July 13

THOMPSON, ROBERT ALBERT, Howden, York, Hatter Kingston upon Hull Pet July 13 Ord July 13

TIPPETT, GEORGE, Kingswood, nr Bristol, General Dealer Bristol Pet July 12 Ord July 12

TURNER, HARRY, Hillsborough, nr Sheffield, Painter Sheffield Pet July 11 Ord July 11

WALKER, EDWARD STEPHEN, and SOLOMON WALKER, Worcester, Spade Manufacturers Stourbridge Pet July 11 Ord July 12

WATERMAN, THOMAS, Ipswich Ipswich Pet July 11 Ord July 11

WHEATCROFT, THOMAS ROBERT, Coventry, Grocer Coventry Pet July 13 Ord July 13

*London Gazette.*—TUESDAY, July 19.

### RECEIVING ORDERS.

BELL, JAMES FREDERICK CARRUTHERS, John st, Bedford row, Architect High Court Pet June 20 Ord July 14

BERKELEY, THOMAS WILLIAM, Welling, Kent, Hay Merchant Rochester Pet July 13 Ord July 13

BLACKBURNE, THOMAS, Barmouth, Merionetths, Engineer Aberystwith Pet June 27 Ord July 15

BLEASBY, JAMES ROBERT, Hunslet, Leeds, Carting Agent Leeds Pet July 16 Ord July 16

BOOTH, MAURICE, Dewsbury, Traveller Dewsbury Pet July 16 Ord July 16

CHAPMAN, ADAM STEPHEN CLEVERLEY, South Huish, Devon, Mason Plymouth Pet July 15 Ord July 15

CHUDLEIGH, WILLIAM JAMES, West Kensington, Oil and Colourman High Court Pet July 15 Ord July 15

CLOUGH, ALFRED, Angmering, Sussex, Coal Merchant Brighton Pet July 14 Ord July 14

COOK, JOSHUA, Barnard Castle, Durham, Decorative Painter Stockton on Tees Pet July 14 Ord July 14

CORY, FREDERICK EDWARD, East Dulwich, Bootmaker High Court Pet July 14 Ord July 14

DAVIS, E, Balham, Builder's Merchant Wandsworth Pet May 14 Ord July 7

DICKENS, EDWARD, Kidderminster, Grocer Kidderminster Pet July 12 Ord July 12

ELSMORE, THOMAS, West Bromwich, Grocer West Bromwich Pet July 13 Ord July 13

EVANS, THOMAS, Chelsea, Provision Dealer High Court Pet May 26 Ord July 15

FITZMAURICE, D C M, Tollington park High Court Pet April 18 Ord July 15

FOSTER, JAMES, Lowestoft, Smackowner Gt Yarmouth Pet July 15 Ord July 15

GOODWIN, RICHARD, South Shields, Builder Newcastle on Tyne Pet June 30 Ord July 15

HADINGHAM, JOHN WELLS, Battersea, Chemist's Assistant Wandsworth Pet July 14 Ord July 14

HILL, BEN, Bootle, Lancs Liverpool Ord July 13

HOUSE, ALFRED JOHN, Chilton Polden, Somerset, Shoemaker Bridgwater Pet July 14 Ord July 14

HUGHES, HERBERT, Birmingham, Dairyman Birmingham Pet July 16 Ord July 16

HUSTLER, ALBERT, Guiseley, York, Innkeeper Leeds Pet Pet June 29 Ord July 14

JACKSON, T A C, Cannon st High Court Pet April 11 Ord July 15

JACOBS, SAMUEL, Covent Garden Market, Fruiterer High Court Pet July 14 Ord July 14

JOY, GEORGE, Ashford, Kent, Builder Canterbury Pet July 15 Ord July 15

LEVAY, ALEXANDER, Shoreditch, Boot Manufacturer High Court Pet July 15 Ord July 15

LINDSAY, NIGEL CRAWFORD, Richmond Wandsworth Pet July 15 Ord July 15

MIDGLEY, TOM, Burnley, Assistant Schoolmaster Burnley Pet July 14 Ord July 14

PALMER, WILLIAM ERNEST, Walsall Walsall Pet June 8 Ord July 14

PRICE, WILLIAM THOMAS EDWIN, West Malling, Kent, Miller Maidstone Pet July 16 Ord July 16

RICHARDSON, JOHN EDWIN, Leeds Leeds Pet July 15 Ord July 15

ROBERTSON, FREDERICK TINDAL, Richmond Wandsworth Pet June 10 Ord July 7

ROSE, JOHN HENRY, Loughborough, Tailor Leicester Pet July 14 Ord July 14

SHIELD, WILLIAM EDWARD, Harrow rd, Grocer High Court Pet July 7 Ord July 14

SOKELL, COLIN, Stourbridge Dudley Pet July 15 Ord July 15

STANDEN, WILLIAM JAMES, Hayward's Heath, Sussex, Farm Bailiff Brighton Pet July 14 Ord July 14

STAY, WILLIAM, Portsmouth, Butcher Portsmouth Pet June 3 Ord July 15

STRUVE, WILLIAM PEDDIE, Darran, nr Neath, Mechanical Engineer High Court Pet May 17 Ord July 14

TAYLOR, SAMUEL, Coventry, Fitter Coventry Pet July 9 Ord July 15

TREVASKIS, WILLIAM JOHN, Penzance, Cornwall, Commission Agent Truro Pet July 14 Ord July 14

TYSON, ROBERT, Barrow in Furness, Licensed Victualler Ulverston Pet July 15 Ord July 15

WHINCOP, HENRY CHAMBERS, Birmingham, Contractor Birmingham Pet July 15 Ord July 15

WILLIAMS, JOHN, Cardiff, Tailor Cardiff Pet July 13 Ord July 13

WILLIAMSON, CHARLES NORRIS, Walton on Thames, Journalist Kingston, Surrey Pet July 16 Ord July 16

WILLIAMSON, J, Hornsey rise High Court Pet June 8 Ord July 14

### FIRST MEETINGS.

BARBER, DAVID, Altrincham, Plumber July 27 at 12 Off Rec, Byrom st, Manchester

BARTLEET, WILLIAM, Sparkbrook, Birmingham, Commission Agent July 29 at 11 174, Corporation st, Birmingham

BELL, JAMES FREDERICK CARRUTHERS, John st, Bedford row, Architect July 26 at 12 Bankruptcy bldgs, Carey st

BENNETT, JOSEPH, Oldham, Farmer July 26 at 11 Off Rec, Bank chmbrs, Queen st, Oldham

BERKELEY, THOMAS WILLIAM, Welling, Kent, Hay Merchant Aug 8 at 11.30 115, High st, Rochester

BURGESS, ARTHUR, Harbury, Warwick, Victualler July 27 at 12 Off Rec, 17, Hertford st, Coventry

CHAMBERS, WILLIAM, Hounslow, Florist July 26 at 12 Off Rec, 95, Temple chmbrs, Temple avenue
CHAPMAN, ADAM STEPHEN CLEVERLEY, South Huish, Devon, Mason July 28 at 11 6, Athenæum terrace Plymouth
CHUDLEIGH, WILLIAM JAMES, West Kensington, Oil and Colourman July 28 at 2.30 Bankruptcy bldgs, Carey st
CLOUGH, ALFRED, Angmering, Sussex, Coal Merchant July 27 at 12 Off Rec, 4, Pavilion bldgs, Brighton
CORY, FREDERICK EDWARD, East Dulwich, Bootmaker July 26 at 11 Bankruptcy bldgs, Carey st
DAVIES CALEB, Cardiff, Commission Agent July 29 at 11 Off Rec, 29, Queen st, Cardiff
EVANS, THOMAS, Chelsea Provision Dealer July 28 at 2.30 Bankruptcy bldgs, Carey st
FAIRCHILD, GEORGE EDWIN, Harrington sq July 27 at 3 Off Rec, 24, Railway app, London bdge
FITZMAURICE, D C M, Tollington park July 28 at 12 Bankruptcy bldgs, Carey st
HANCOCK, GEORGE, Aberfan, Merthyr Vale, Builder July 27 at 12 65, High st, Merthyr Tydfil
HARRIS, MYER, Leylands, Leeds, Slipper Manufacturer July 27 at 11 Off Rec, 22, Park row, Leeds
HARVEY, WILLIAM HENRY, Liverpool, Ironmonger July 27 at 12 Off Rec, 35, Victoria st, Liverpool
HOLLERTON, ERNEST, Moss Side, Lancs, Plumber July 27 at 3 Off Rec, Byrom st, Manchester
HOUSE, ALFRED JOHN, Chilton Polden, Somersets, Shoemaker July 27 at 11 W H Tamlyn, High st, Bridgwater
ILLINGWORTH, WALTER, Soothill, nr Batley, Yorks, Hotel Keeper July 27 at 3.30 Off Rec, Batley
JACKSON, GEORGE HENRY, Blackpool, Butcher Aug 12 at 2.30 Off Rec, 14, Chapel st, Preston
JACOBS, SAMUEL, Covent Garden Market, Fruiterer July 26 at 12 Bankruptcy bldgs, Carey st
JENKINS, JOHN DANIEL, Llanfihangel Ystrad, Auctioneer July 28 at 11 Black Lion Hotel, Lampeter
JOY, GEORGE, Ashford, Kent, Builder Aug 4 at 9 Off Rec, 73, Castle st, Canterbury
LEVAY, ALEXANDER, Shoreditch, Boot Manufacturer July 27 at 2.30 Bankruptcy bldgs, Carey st
MASSEY, GEORGE JONES, Canterbury, Draper July 29 at 3.30 Bankruptcy bldgs, Carey st
NEWMAN, EDWIN, Sparkbrook, Birmingham, Manager July 27 at 11 174, Corporation st, Birmingham
NORMAN, WILLIAM HOSKEN, Stratford, Cycle Manufacturer July 26 at 2.30 Bankruptcy bldgs, Carey st
PALMER, G, Wimbledon, Builder July 26 at 11.30 24, Railway approach, London Bridge
PEACE, BENJAMIN, Dewsbury, Auctioneer July 26 at 3.30 Off Rec, Bank chmbrs, Batley
PERKINS, EDWARD ARTHUR, Chester, Hide Merchant July 27 at 4 Crypt chmbrs, Eastgate row, Chester
PIX CHARLES, Shavington, nr Nantwich, Butcher July 29 at 10.30 Royal Hotel, Crewe
SANKEY, WILLIAM, Birmingham, Money Lender July 28 at 11 174, Corporation st, Birmingham
SEELY, WALTER HENRY, Itteringham, Norfolk, Farmer July 30 at 12 Off Rec, 8, King st, Norfolk
SHAW, WILLIAM STEELE, Hyde, Cheshire, Innkeeper July 27 at 3.30 Off Rec, Byrom st, Manchester
STANDEN, WILLIAM JAMES, Hayward's Heath, Sussex, Farm Bailiff July 26 at 2 Young & Sons, Bank bldgs, Hastings
TAYLOR, SAMUEL, Coventry, Fitter July 27 at 11 Off Rec, 17, Hertford st, Coventry
TAYLOR, TITUS, Bolton, Carter July 27 at 11 16, Wood st, Bolton
THOMAS, GRAHAM, Pontardulais, Glam, Painter July 26 at 12 Off Rec, 31, Alexandra rd, Swansea
TIPPATT, GEORGE, Kingswood, nr Bristol, General Dealer July 27 at 12 Off Rec, Baldwin st, Bristol
TREMEWAN, FREDERICK ARTHUR, Perranporth, Cornwall, General Merchant July 26 at 12 Off Rec, Boscawen st, Truro
TREVASKIS, WILLIAM JOHN, Penzance, Cornwall, Commission Agent July 28 at 12 Off Rec, Boscawen st, Truro
TURNER, HARRY, Hillsborough, nr Sheffield, Painter July 27 at 2 Off Rec, Figtree lane, Sheffield
TUSTON, JAMES, Haydock, Lancs, Grocer July 28 at 2.30 Off Rec, Byrom st, Manchester
WALTERS, JAMES, St Elvis, Pembroke, Farmer July 28 at 11 Castle Hotel, Haverfordwest
WATERMAN, THOMAS, Ipswich Aug 26 at 10 Off Rec, 36, Princes st, Ipswich
WHEATCROFT, THOMAS ROBERT, Coventry, Grocer July 27 at 11.30 Off Rec, 17, Hertford st, Coventry
WILLIAMS, JOHN, Cardiff, Tailor July 29 at 11.30 Off Rec, 29, Queen st, Cardiff

Amended notices substituted for those published in the London Gazette of July 12:

KILMISTER, CHARLES, Brighton, Boot Maker July 19 at 3 24, Railway app, London bridge
WEBSTER, WILLIAM, Borobridge, Yorks, Innkeeper July 21 at 12.15 Off Rec, 28, Stonegate, York

ADJUDICATIONS.

AKERS, WILLIAM, Cardiff, Tea Dealer Cardiff Pet May 25 Ord July 14
BEATTIE, WILLIAM, St George's Club, Hanover sq High Court Pet May 19 Ord July 15
BERKELEY, THOMAS WILLIAM, Welling, Kent, Hay Merchant Rochester Pet July 11 Ord July 13
BLEASBY, JAMES ROBERT, Hunslet, Leeds, Carting Agent Leeds Pet July 16 Ord July 16
BOND, WILLIAM, Sheffield, Joiner Sheffield Pet May 23 Ord July 16
BOOTH, MAURICE, Dewsbury, York, Traveller Dewsbury Pet July 16 Ord July 16
CHAPMAN, ADAM STEPHEN CLEVERLEY, South Huish, Devon, Mason Plymouth Pet July 15 Ord July 15
CHUDLEIGH, WILLIAM JAMES, West Kensington, Oil and Colourman High Court Pet July 15 Ord July 15
CLOUGH, ALFRED, Angmering, Sussex, Coal Merchant Brighton Pet July 14 Ord July 15
COOK, JOSHUA, Barnard Castle, Durham, Decorative Painter Stockton on Tees Pet July 14 Ord July 14
CORY, FREDERICK EDWARD, East Dulwich, Bootmaker High Court Pet July 14 Ord July 14
DICKENS, EDWARD, Kidderminster, Grocer Kidderminster Pet July 12 Ord July 13
FOSTER, JAMES, Lowestoft, Smackowner Great Yarmouth Pet July 15 Ord July 15
FURST, ALBERT, City rd High Court Pet May 19 Ord July 15
HADDOCK, GEORGE, Merthyr Vale, Glam, Builder Merthyr Tydfil Pet July 5 Ord July 15
HAWKES, GASCOIGNE, Swansea, Solicitor Swansea Pet April 21 Ord July 14
HOLLERTON, ERNEST, Moss Side, Lancs, Plumber Salford Pet June 25 Ord July 15
HOUSE, ALFRED JOHN, Chilton Polden, Somerset, Shoemaker Bridgwater Pet July 14 Ord July 14
JACOBS, SAMUEL, Covent Garden Market, Fruiterer High Court Pet July 14 Pet July 14
JOY, GEORGE, Ashford, Kent, Builder Canterbury Pet July 14 Ord July 15
KINGSMAN, ERNEST EDWARD, Newington butts, Licensed Victualler High Court Pet April 4 Ord July 14
LEVAY, ALEXANDER, Shoreditch, Boot Manufacturer High Court Pet July 15 Ord July 15
LINDSAY, NIGEL CRAWFORD, Richmond Wandsworth Pet July 13 Ord July 15
MELLOR, JOHN THOMAS, Liverpool, Dairyman Liverpool Pet June 11 Ord July 16
MIDGLEY, TOM, Burnley, Assistant Schoolmaster Burnley Pet July 14 Ord July 14
ODELL, ALFRED JAMES, Loughborough, General Dealer Leicester Pet July 4 Ord July 16
PHILLIPS, JOHN, Nantymoel, Glam, Grocer Cardiff Pet June 11 Ord July 14
PRIEST, EDGAR, Smethwick, Stafford, Grocer West Bromwich Pet July 4 Ord July 14
RATCLIFFE, EDWARD STANHOPE, and CHARLES BAXTER HOARE, Kingston on Thames Kingston, Surrey Pet June 25 Ord July 15
RICHARDSON, JOHN EDWIN, Leeds Leeds Pet July 15 Ord July 15
ROSE, JOHN HENRY, Loughborough, Tailor Leicester Pet July 13 Ord July 14
SAMPSON, ARTHUR, and FREDERICK SAMPSON, Cardiff, Bakers Cardiff Pet June 24 Ord July 14
SHERWOOD, TOM, Workington, Draper Cockermouth Pet June 8 Ord July 16
SMITH, JAMES, Chelsea, Cab Proprietor High Court Pet June 17 Ord July 14
SOKELL, COLIN, Stourbridge Dudley Pet July 15 Ord July 15
STANDEN, WILLIAM JAMES, Hayward's Heath, Sussex, Farm Bailiff Brighton Pet July 14 Ord July 14
TAYLOR, ALFRED, Rumworth, Lancs, Builder Bolton Pet June 16 Ord July 14
TAYLOR, SAMUEL, Coventry, Fitter Coventry Pet July 13 Ord July 15
TREVASKIS, WILLIAM JOHN, Penzance, Cornwall, Commission Agent Truro Pet July 13 Ord July 14
VAN VEEN, BARTHOLOMEUS, Wakefield, Butter Factor Wakefield Pet June 13 Ord July 15
WALKGATE, MARY, St Albans, Hertford, Saddler St Albans Pet June 9 Ord July 13
WALTERS, JAMES, St Elvis, Pembroke, Farmer Pembroke Dock Pet July 6 Ord July 16
WHITE, EMILY THERESA, Liverpool, Boot Dealer Liverpool Pet June 8 Ord July 14
WILLIAMS, JOHN, Cardiff, Tailor Cardiff Pet July 13 Ord July 13

Amended notice substituted for that published in the London Gazette of July 12:

WEBSTER, WILLIAM, Borobridge, York, Innkeeper York Pet July 7 Ord July 7

ADJUDICATIONS ANNULLED.

HYMAN, SAMUEL, Birmingham, Chandelier Manufacturer Birmingham Adjud Sept 6, 1898 Annul June 30, 1898
WILLIAMS, EMILY, Shrewsbury, Ladies' Outfitter Shrewsbury Adjud Jan 29, 1898 Annul July 12

*All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.*

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